



WIRELESS VISION LLC TERMS AND CONDITIONS FOR PURCHASED GOODS AND SERVICES

Introduction

For your guidance, we have set out in this document our basic terms and conditions of business (the "Terms"). These terms will apply exclusively to all related purchase orders that we issue to you – unless, of course, we agree in writing to modification of these Terms or agree in writing that they will not apply.

These Terms should be read in conjunction with the relevant purchase order that will be issued in connection herewith (the "PO"). The PO will set out the details of our arrangement. The PO will take precedence over these Terms in the event of any inconsistency. Pre-printed terms and conditions which appear on any acceptance or any other document that you may issue to WIRELESS VISION are hereby rejected and will be of no force or effect unless we agree otherwise in writing.

You acknowledge that our relationship and ability to do business in accordance with the PO is predicated on the enforceability of these Terms, and that we would consider another supplier if these Terms did not apply. In agreeing to do business together, we have relied on your acceptance of these Terms in exchange for the consideration we will pay to you for your Goods and/or Services.

1. **Definitions.** The phrase "Goods and/or Services" means those Goods and/or Services which Seller shall provide to WIRELESS VISION, as more particularly described in the PO. The term, "Seller", means the person, firm or corporation who is to provide and/or perform the Goods and/or Services under this Contract. The term, "WIRELESS VISION", means WIRELESS VISION, LLC. The term, "Contract", means this document and the PO. All other terms shall have the meanings defined in the Uniform Commercial Code as adopted by the State of Michigan at the date of this Contract.
2. **Offer, Acceptance & Modification.**
 - a) A Purchase Order or release against a blanket Purchase Order is an offer to Seller by WIRELESS VISION to enter into the purchase and supply agreement it describes. Seller's provision of Goods and/or Services thereunder will constitute acceptance of the offer.
 - b) Once accepted, such Purchase Order together with these Terms will be the complete and exclusive statement of the Contract between the parties. Any modifications proposed by the Seller will not become a part of the Contract in the absence of WIRELESS VISION's written acceptance of the proposed modifications.
 - c) If Seller wishes to propose an adjustment in the price or time for performance as a result of any such change, Seller promptly shall provide WIRELESS VISION with a written quote detailing the proposed adjustment. Any claim by Seller for adjustment under this Section 2 shall be deemed waived unless asserted in writing within ten (10) calendar days from receipt by Seller of the applicable change.
3. **Force Majeure.** Any delay or failure of either party to perform its obligations shall be excused if caused by an extraordinary event or occurrence beyond the control of the nonperforming party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, riots, natural disasters, wars and sabotage. Written notice of such delay, including the anticipated duration of the delay, must be given by the nonperforming party within ten (10) days of the event. During the period of any delay or failure to perform by Seller, WIRELESS VISION, at its option, may obtain the Goods and/or Services from other sources and reduce its schedules to Seller by such quantities, without liability to WIRELESS VISION.

4. **Price, Freight and Shipment.** In the event that price is not stipulated on the face of the PO, the price hereunder shall not be any higher than that price last quoted or charged by Seller to WIRELESS VISION for the same or similar Goods and/or Services. In the event the Goods and/or Services are inferior in quality to those last provided, Seller shall pass on to WIRELESS VISION, or credit WIRELESS VISION with, any price decrease applicable at time of shipment. If any Goods sold under this Contract are comprised of more than one part, at all times after the date of this Contract Seller shall sell to WIRELESS VISION at a reasonable price such quantities of any part comprising such Goods as WIRELESS VISION hereafter may order. If delivery terms are F.O.B. destination, then Seller shall prepare and pay all transportation charges. Unless specific applicable delivery dates are provided in this document, Seller shall not provide and/or perform any of the Goods and/or Services, or procure any of the materials required for the Goods and/or Services, or ship any of the Goods and/or Services to WIRELESS VISION, except to the extent authorized in written instructions furnished to Seller by WIRELESS VISION. WIRELESS VISION shall have no responsibility to pay for Goods and/or Services with respect to which such delivery dates or written instructions have not been provided. Any Goods and/or Services delivered to WIRELESS VISION substantially in advance of the applicable delivery date may, at WIRELESS VISION's option, be returned to Seller at Seller's cost and expense for future delivery in accordance with the applicable delivery date. Any advance delivery, if retained, shall be subject to payment as if delivered on the originally scheduled delivery date. Any Goods and/or Services delivered in excess of the quantity ordered, if returned, shall be returned at Seller's cost and expense.
5. **Quantity.** The quantity of the Goods and/or Services as indicated in the face of the PO shall not be exceeded without the prior written authorization of WIRELESS VISION.
6. **Express Warranties.** With respect to any Service provided by Seller to WIRELESS VISION, Seller warrants for the Warranty Period that: (1) the Services shall be provided in an efficient, competent and workmanlike manner and in accordance with industry standards; (2) the employees or agents appointed by Seller to perform the Services shall be competent, experienced and otherwise familiar with all technical aspects of the Services to be rendered; and (3) the Services shall be fit and suitable for the requirements and needs of WIRELESS VISION. With respect to the Goods purchased under this Contract and all other goods purchased from Seller, Seller expressly warrants for the Warranty Period as follows: (a) the Goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the Goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) WIRELESS VISION shall receive title to the Goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the Goods shall be merchantable, safe and fit for the WIRELESS VISION's intended purposes, which purposes have been communicated to Seller; (e) the Goods shall be adequately contained, packaged, marked and labeled; (f) the Goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification. These warranties shall be in addition to all other warranties, express, implied or statutory. These warranties shall survive inspection, test, delivery, acceptance, use and payment by WIRELESS VISION and shall inure to the benefit of WIRELESS VISION, its successors, assigns, customers and the users of WIRELESS VISION's products. These warranties may not be limited or disclaimed by Seller. WIRELESS VISION's approval of Seller's design, material, process, drawing, specifications or the like shall not be construed to relieve Seller of the warranties set forth herein, nor shall a waiver by WIRELESS VISION of any drawing or specification request for one or more articles constitute a waiver of any such requirements for the remaining articles to be delivered hereunder unless so stated by WIRELESS VISION in writing.

If WIRELESS VISION experiences any defect, failure or non-conformity during the Warranty Period, WIRELESS VISION shall have the right to take the following actions, at WIRELESS VISION's option: (1) retain the defective Goods in whole or in part with an appropriate adjustment in the price for the Goods; (2) require Seller to repair or replace the defective Goods in whole or in part at Seller's sole expense, including all shipping, transportation and installation costs; (3) correct or replace the defective items with similar items and recover the total cost from Seller, including the cost of product recalls; or (4) exercise all other rights available under the Uniform Commercial Code and any other applicable statutes.

For purposes of this Contract, "Warranty Period" shall mean the longer of the following time periods: (a) 12 months from the day of first use of the Goods by WIRELESS VISION or acceptance by WIRELESS VISION, whichever occurs later; (b) if the Goods are incorporated, in whole or in part, into goods sold by WIRELESS VISION to third parties, 12 months after acceptance by such third parties or the time period of any warranty that WIRELESS VISION gives to such third parties,

whichever occurs later. Notwithstanding the foregoing, Seller agrees to waive the expiration of the Warranty Period in the event there are failures or defects discovered after the Warranty Period of a significant nature or in any significant number, or in the event a defect is discovered which, in WIRELESS VISION's sole opinion, constitutes a threat of damage to property or to the health and safety of any person.

7. **Payments.** The Contract price shall include all charges, such as packing and loading. Unless otherwise expressly stated herein, the payment date shall be calculated from the date upon which the applicable invoice is received or the Goods and/or Services are delivered, whichever is later. Unless expressly provided to the contrary on the face of the PO, terms of payment shall be net sixty (60) days. WIRELESS VISION shall not be obligated or liable for payment of any interest or late charge of any kind whatsoever.
8. **WIRELESS VISION's Confidential Information.** During and subsequent to the term of this Contract, Seller shall treat as confidential all of WIRELESS VISION's information, and shall not use or disclose to others (except as is necessary in the performance of this contract) any information regarding WIRELESS VISION's plans, programs, processes, products, costs, equipment, operations, finances, customers, or other information relating to WIRELESS VISION's business which may come within the knowledge of Seller or any of its employees, agents or subcontractors, or which may be developed by Seller or any of its employees, agents or subcontractors in Seller's performance hereunder. This Section 8 shall not prevent Seller from using or disclosing to others information which Seller can show (a) has become part of the public domain other than by breach of this Section 8; (b) has been furnished to Seller by any third person, firm or corporation as a matter of right and without restriction on disclosure or use, or (c) was in Seller's possession at the time it entered into this Contract. Seller shall restrict the knowledge of all such information to as few of its employees, agents and subcontractors as is absolutely necessary to perform its contractual obligations hereunder. All specifications, drawings, data, memoranda, calculations, notes and other material furnished by WIRELESS VISION, and any copies or excerpts thereof, are the property of WIRELESS VISION and shall be delivered to WIRELESS VISION at the completion or termination of the PO or, upon request of WIRELESS VISION, at any other time. Seller shall not publish, publicize or advertise the existence of this Contract or the subject matter hereof or in any way associate WIRELESS VISION therewith.

INFORMATION AND DATA

- A. Seller will furnish to WIRELESS VISION, or another party designated by WIRELESS VISION, without restrictions on use or disclosure, all information and data Seller acquires or develops in the course of Seller's activities under this Contract. At WIRELESS VISION's request, Seller also will discuss with WIRELESS VISION or another party designated by WIRELESS VISION, without restrictions on use or disclosure, any potential design, quality or manufacturing problems with Seller's Goods and/or Services or provided pursuant to this Contract.
- B. At WIRELESS VISION's request, Seller will furnish to WIRELESS VISION all other information and data of Seller which WIRELESS VISION deems necessary to understand the operation and to maintain the Goods delivered under this Contract, and to understand and apply the information and data of Section 8A hereof, with no restrictions on use other than Seller's patent rights.
- C. With respect to inventions which Seller conceives or first reduces to practice in the course of Seller's activities under this Contract, Seller grants to WIRELESS VISION a permanent, paid-up, nonexclusive, worldwide license, with a right to sublicense others, to make, have made, use, have used said inventions and patents on such inventions.
- D. Seller grants to WIRELESS VISION a permanent, paid-up, nonexclusive, worldwide license, including a license to any operating software incorporated into the Goods sold hereunder with a right to grant a sublicense to any of its affiliated companies, to make, have made, use, have used and sell the Goods sold hereunder or derivatives thereof under any other patents now or hereafter owned or controlled by Seller which are deemed necessary by WIRELESS VISION to exercise the license of Section 8C in the manufacture, use or sale of products manufactured by or for WIRELESS VISION or any of its affiliated companies.
- E. Seller grants to WIRELESS VISION, and agrees to grant to any affiliated company designated by WIRELESS VISION, a nonexclusive license, on reasonable terms and conditions, to make, have made, use, have used and sell under any other

patents now or hereafter owned or controlled by Seller which cover any application of the technology embodied in the information or data Seller acquires or develops in the course of Seller's activities under this Contract.

- F. Unless otherwise indicated in writing by WIRELESS VISION, Seller will use reasonable care to prevent disclosing to others and will use only for the benefit of WIRELESS VISION, (i) the technical information and data furnished by WIRELESS VISION or developed or acquired by Seller in its Goods and/or Services under this Contract, prior development agreement or early sourcing agreement for goods related to or using such technical information or data, and (ii) information relating to any portion of WIRELESS VISION's business that Seller may acquire in the course of Seller's activities under this Contract, prior development agreement or early sourcing agreement. This obligation shall continue so long as any agreement related to or using such technical information or data is in effect and for a period of two years thereafter. This obligation will not apply to information that is or becomes publicly known through no fault of Seller. Nevertheless, Seller may disclose the information and data of subsections (F)(i) and (F)(ii) hereof to third parties if this is required for Seller to fulfill its duties under this Contract and such third parties have agreed to conditions at least as stringent as those contained herein.
- G. All technical information and data disclosed heretofore and hereafter by Seller to WIRELESS VISION in connection with this Contract are disclosed on a non-confidential basis.
9. **Patents.** Seller warrants that WIRELESS VISION's use or sale of the Goods and/or Services, in the form in which delivered to WIRELESS VISION, shall not infringe any valid patent of the United States or any other country. This Section 9 shall not apply to designs, processes, equipment or combinations thereof provided by WIRELESS VISION.
10. **Indemnification and Insurance.**
- A. To the fullest extent permitted by law, Seller agrees to indemnify, defend and hold harmless WIRELESS VISION and its affiliated companies, their directors, officers, employees, agents and customers ("Indemnitees") from and against any loss, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings, including without limitation all judgments rendered against, and all fines and penalties imposed upon, Indemnitees and all attorney's fees and any other cost of litigation ("Liabilities") arising out of injuries to persons, including death, or damage to property caused by Seller, its employees, agents, subcontractors, or in any way attributable to the performance of Seller, the Goods or the Services, including without limitation, breach of contract, breach of warranty or product liability; provided, however, that Seller's obligation to indemnify WIRELESS VISION shall not apply to any liabilities arising solely from WIRELESS VISION's negligence. Seller agrees to indemnify, defend and hold harmless Indemnitees from and against all Liabilities arising out of actual or alleged infringement, including infringement of any patent, trademark or copyright relative to the Goods and/or Services.
11. **Insurance.**
- Seller shall procure and maintain in force at all times during the term of this Contract at its sole cost and expense (including payment of deductibles), insurance coverage(s) at the following levels:
- A. Workers' Compensation and Employers Liability Insurance. Consultant shall maintain workers' compensation and employers' liability insurance in the following amounts;
- (i) Workers' compensation insurance in accordance with statutory limits in all states in which operations or services related to this Contract are conducted within the United States;
 - (ii) Employers' liability insurance limits shall not be less than \$1,000,000 each accident, 1,000,000 each employee by disease and \$1,000,000 policy limit by disease.
- B. Commercial General Liability ("CGL") Insurance
- (i) Seller shall maintain CGL insurance with a limit not less than \$1,000,000 each occurrence. If such insurance contains an aggregate, that aggregate shall not be less than \$2,000,000.
 - (ii) CGL insurance shall be written on ISO occurrence from CG 00 01 12 07, or its equivalent, and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.

(iii) Wireless Vision, its affiliated companies, and their respective directors, officers and employees shall be named as additional insureds under the CGL insurance. The insurance provide shall be primary insurance with respect to any other insurance, deductible, self-insurance or retention programs afforded to Wireless Vision, its affiliated companies, and their respective directors, officers and employees.

C. Automobile Liability Insurance

- (i) Seller shall maintain commercial automobile liability insurance (United States) with a limit not less than \$1,000,000 each accident.
- (ii) Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

D. Waiver of Subrogation

- (i) Seller waives all rights against Wireless Vision, its affiliated companies, and their respective directors, officers and employees for recovery of damages covered by the insurance listed in this sections. Seller shall require that its insures endorse such policies to waive subrogation against Wireless Vision, its affiliated companies and their respective directors, officers and employees with respect to any loss paid under the policies.

Promptly following execution of this Contract, Seller shall furnish Wireless Vision with Certificate of Insurance evidencing the specified coverage's required under the terms of this section and stating that coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to Wireless Vision. In the event Seller fails to provide such proof or fails to provide such notice as required herein, and in the event of liability or expense occurred by Wireless Vision as the result of such failure by Seller, Seller hereby agrees to indemnify Client for all liability and expense (including reasonable attorney' fees and expenses associated with establishing the right to indemnify) incurred by Wireless Vision as a result of such failure by Seller. Seller shall promptly provide copies of insurance policies required by this agreement as reasonable requested. Consultant shall disclose any self-insured retention or deductible to Client that is in excess of \$25,000. Seller shall not undertake to provide any Goods and/or Services on Wireless Vision's premises until all required insurance has been obtained and, upon request certificates confirming such coverage have been furnished to and approved by Wireless Vision.

12. **Laws and Regulations.** Seller warrants that it has complied, and shall comply, with all governmental laws, rules, regulations and orders covering the production, sale, packaging or delivery of the Goods and/or Services, from which, because of noncompliance by Seller, obligation or liability may accrue to WIRELESS VISION. Seller recognizes that the Goods and/or Services may constitute all or part of performance under a U.S. government contract. If the Goods and/or Services should be all or part of performance under a U.S. government contract, Seller shall include in all subcontracts and purchase orders issued by Seller with or to suppliers in the U.S. all terms and conditions, and shall take such other actions required for WIRELESS VISION's meeting of its obligations and responsibilities imposed by governmental laws, rules, regulations or orders with respect to small businesses, women-owned businesses, small disadvantaged businesses, the U.S. military, equal employment opportunity, affirmative action, Vietnam era veterans readjustment assistance, discrimination because of physical or mental handicap or otherwise. Except with respect to fixed price, non-government contracts, Seller shall permit WIRELESS VISION and its representatives to audit Seller's books, records and other documents, make copies thereof and (if applicable) provide such copies to the U.S. government, all as reasonably requested by WIRELESS VISION. Upon WIRELESS VISION's request, Seller shall promptly sign and deliver to WIRELESS VISION such certificates, affidavits and other documents, and shall provide to WIRELESS VISION such information relating to this Section 11 and in form and substance as WIRELESS VISION may reasonably request.

13. **Termination and Suspension.** WIRELESS VISION reserves the right to terminate this Contract or any order under this Contract with or without cause or for its sole convenience. In the event of WIRELESS VISION chooses to exercise such right to terminate, WIRELESS VISION shall deliver written notice of termination to Seller, at which time Seller shall immediately stop work relating to the supply of all Goods and/or Services to WIRELESS VISION, and shall forthwith cause all of its suppliers and subcontractors to cease work related to the supply of Goods and/or Services to WIRELESS VISION. Following such termination, except in the event that WIRELESS VISION is claiming a default by Seller under the Contract, Seller shall be paid a reasonable termination charge consisting solely of a percentage of the order price reflecting the percentage of the Goods and/or Services performed prior to the notice of termination. Seller shall submit its claim within

30 days after receipt of WIRELESS VISION's termination notice. WIRELESS VISION reserves the right to verify the claim by auditing all relevant records. Seller shall not be paid for any Goods and/or Services performed after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors that Seller could reasonably have avoided. IN NO EVENT SHALL WIRELESS VISION BE LIABLE FOR LOSS OF PROFITS, CAPITAL COSTS, TOOLING COSTS OR OTHER CANCELLATION CHARGES. In addition to its rights as stated in this Section 12, in the event of a termination by WIRELESS VISION for cause, WIRELESS VISION may simultaneously pursue any other remedy permitted by law or in equity.

14. **Governing Law.** The validity, interpretation and performance of this Contract shall be governed and construed in accordance with the laws of the State of Michigan. All disputes involving this Contract shall be adjudicated exclusively in the Circuit Court for the County of Oakland, State of Michigan, or the U.S. District Court for the Eastern District of Michigan.
15. **Remedies.** WIRELESS VISION's rights and remedies shall be cumulative and in addition to any other rights or remedies provided by law or equity. A waiver by WIRELESS VISION of any right or remedy shall not affect any rights or remedies subsequently arising under the same or similar clause. Any attempt by Seller to limit WIRELESS VISION's warranties, remedies or the amount and types of damages that WIRELESS VISION may seek shall be null and void.
16. **Ingredients Disclosure.** If any of the Goods ordered constitute or contain "hazardous or toxic chemicals" or "hazardous substances" or flammable or hazardous "petroleum products" as defined by any applicable Federal, State or local law, rule or regulation, Seller shall provide at the time of delivery all required notices and information, including without limitation, all Material Safety Data Sheets in approved form. Seller agrees to maintain such information current and shall provide WIRELESS VISION with any amended, altered or revised information on a timely basis. Seller warrants that the Goods supplied under this Contract do not contain any substance whose use is prohibited under Federal, State, or local law and that any applicable requirements under such laws have been satisfied by Seller.
17. **Assignments.** This Contract is entered into in reliance upon the Seller's personal performance of the duties imposed. The Seller agrees not to, in whole or in part, assign this Contract or delegate the performance of its duties without the written consent of WIRELESS VISION. Any such assignment or delegation without the previous written consent of WIRELESS VISION, at the option of WIRELESS VISION, shall effect a cancellation of this Contract. Any consent by WIRELESS VISION to an assignment shall not be deemed to waive WIRELESS VISION's right to recoupment from Seller and/or its assigns for any claim arising out of this transaction.
18. **Set-off.** In addition to any right of set-off provided by law, all amounts due Seller shall be considered net of indebtedness of Seller to WIRELESS VISION and its affiliated or related companies. WIRELESS VISION shall have the right to reduce and set-off against amounts payable hereunder any indebtedness or other claim which WIRELESS VISION, or its affiliated or related companies, may have against Seller, or its affiliated or related companies, under this purchase order or any other agreement between the referenced parties.
19. **Waiver.** The failure of WIRELESS VISION to insist upon the performance of any term or condition of this Contract, or to exercise any right hereunder, shall not be construed as a waiver of the future performance of any such term or condition or the future exercise of such right.
20. **Limitation of Liability.** IN NO EVENT SHALL WIRELESS VISION BE LIABLE TO SELLER FOR ANTICIPATED PROFITS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. WIRELESS VISION'S LIABILITY FOR A CLAIM OF ANY KIND OR FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THIS CONTRACT, OR FROM ANY PERFORMANCE OR BREACH, SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOODS OR SERVICES WHICH DIRECTLY GIVE RISE TO THE CLAIM.
21. **Severability.** If any term of this Contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Contract shall remain in full force and effect.

Equal Employment Opportunity Employer. Wireless Vision is an equal opportunity employer in all phases of employment. As such, the Company and its employees make the commitment that no employee or applicant for employment will be discriminated against due to his/her race, color, religion, national origin, gender, age, disability, veteran status, or other status or class protected by applicable federal and state law.

In addition, off-site lawful tobacco or alcohol use (unless such use interferes with job performance of any employee or overall operation of the company) and membership in organized militia are protected classes in Missouri. The executive management team at Wireless Vision corporate office has been designated with overall responsibility for implementation of the Company's Equal Employment Opportunity Policy. Questions concerning equal employment policy or practices may be directed to the corporate office.