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**1. GENERAL:** All quotations delivered by Tallysman Wireless Inc. (“Tallysman”) to a purchaser, being the person, corporation, or other entity (“Purchaser”) that places an order with Tallysman for products and/or services, and all purchase orders explicitly accepted by Tallysman in writing from Purchaser (“Purchase Order(s)”) shall be subject to the terms and conditions of sale described herein (the “Terms and Conditions”). Any acceptance by Tallysman of a Purchase Order shall be on the express understanding and condition that any terms or conditions of sale specified by Purchaser in a Purchase Order, purchase contract, or other document, which are inconsistent or in conflict with, or in addition to the Terms and Conditions, shall not be binding upon Tallysman unless explicitly accepted in writing by Tallysman. Acceptance by Tallysman of a Purchase Order, together with the Terms and Conditions, will create a complete and binding agreement (the “Agreement”) between Purchaser and Tallysman. No Purchase Order can be cancelled or purchased goods returned by Purchaser without prior written approval of Tallysman.

**2. SHIPMENT:** All shipping date(s) for products and/or services shipped by Tallysman are approximate. Tallysman will attempt to comply with, but cannot guarantee, shipping date(s) or loading and routing instructions. Purchase Order may be rescheduled by Purchaser with notice to Tallysman at least six (6) weeks from the original shipment date, provided that the new shipping date is no more than 6 (six) weeks later than the previous shipment dated referred to. Notwithstanding the foregoing, any original shipment date referred to in the Purchase Order cannot be rescheduled by Purchaser more than one (1) time. All shipments made by Tallysman to Purchaser shall be insured at Purchaser’s sole cost and expense and made at Purchaser’s sole risk in accordance with Section 3 below.

**3. TITLE AND RISK OF LOSS:** Unless otherwise agreed in writing, all shipments are made EX works (“EXW”), at Tallysman’s facility located in Ottawa, Ontario, Canada. Purchaser shall pay all freight, cartage, handling, and installation charges. Risk of any loss or damage to any and all products and all liability related thereto shall pass from Tallysman to Purchaser upon Tallysman placing the purchased products hereunder into the possession of the shipping carrier (the “Carrier”), such Carrier acting as Purchaser’s agent. All claims for damage must be filed and addressed with the Carrier directly by the Purchaser. All right, title and interest in all products purchased by Purchaser shall remain with Tallysman, until such time that

Purchaser has made full payment for such products to Tallysman.

**4. CLAIMS:** In the event of damage to a shipment, Purchaser must notify the Carrier that delivery will not be accepted. Claims by Purchaser against Tallysman regarding pricing discrepancies or quantity errors must be made within 10 days of receipt of a shipment by Purchaser from the Carrier, and Purchaser must provide Tallysman with a reasonable opportunity to investigate such discrepancies or errors.

**5. PRICES:** All prices quoted by Tallysman shall be valid for a period of thirty (30) days, after which such prices are subject to change at the discretion of Tallysman and without notice to Purchaser. All prices quoted by Tallysman shall not include any applicable taxes, tariffs, duties, surcharges, shipping charges, fees (including bank wire fees), all of which shall be the responsibility of the Purchaser. All prices and amounts payable under the Agreement shall be in U.S. dollars.

**6. PAYMENT:** Invoices are payable at the address set forth on the invoice issued by Tallysman to Purchaser (the “Invoice”). New/first time Purchasers may be required to prepay 100% of all amounts due to Tallysman under the Agreement until Tallysman has approved Purchaser’s credit. Tallysman may grant Purchaser credit with Net 30 days payment terms upon credit approval, Tallysman reserves the right to set and adjust the credit limit for all outstanding Purchase Orders. Payment may be made by cheque, Mastercard or Visa credit card, or wire transfer or ACH payments (with all bank fees, wire fees and any other fees related thereto borne solely by Purchaser). In the event of default in payment by Purchaser or any other default by Purchaser hereunder, Tallysman may refuse, at its discretion, to make further shipments to Purchaser. If for any reason Purchaser is not prepared to accept delivery of any purchased products, Tallysman may store the products at Purchaser’s sole risk and expense. Such storage shall constitute shipment and delivery of the products to Purchaser hereunder. Past due accounts shall be subject to late charges in the amount of 1.5% per month. In the event of: default of any payment(s) owing by Purchaser to Tallysman, the bankruptcy or insolvency of Purchaser or any proceeding is brought by, or against, Purchaser under any bankruptcy or insolvency laws, or any other default by Purchaser hereunder, Tallysman shall be entitled to (a) stop in transit or deliver to itself any shipment in transit; (b) cancel any Purchase Order then outstanding; and (c) seek

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any other remedies that may be available to Tallysman at law, in equity, or otherwise.

**7. EXPORT CONTROL:** Purchaser covenants and agrees to obtain and maintain all necessary licenses and comply with all applicable statutes, regulations, and requirements of governmental authorities, including without limitation the Canadian Control Goods legislation, the EAR and ITAR requirements in the USA, with respect to end user identification, end use, export or re-export, including use of, or allowing use of, or export of any Tallysman product for use in any configuration that would violate such regulations (such as an antenna array). Purchaser may be required to provide a certificate of use, including end-user identification, and a sufficiently detailed description of end use, as is required by Tallysman to establish confidence of such compliance, as a condition precedent to acceptance of purchase orders. Purchaser acknowledges that re-sale, distribution, or sale of products integrated with Tallysman products may constitute export or re-export, and as such, must also comply with the Canadian Control Goods legislation, EAR and/or ITAR in the USA.

**8. FORCE MAJEURE:** Tallysman shall not be liable to Purchaser, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by or results from acts or circumstances beyond Tallysman’s control including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, tsunami, fire, earthquake, explosion; (c) epidemics, pandemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots, or other civil unrest; (e) government order, law or actions; (f) embargoes or blockades in effect on or after the date of the Agreement; (g) strikes, lockouts, labor stoppages or slowdowns, labor disputes, or other industrial disturbances; or (h) or, any other cause beyond the control of Tallysman. Tallysman shall give notice of the Force Majeure Event to Purchaser, stating the period of time the occurrence is expected to continue. Tallysman shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. Tallysman shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

**9. LIMITED WARRANTY:** Tallysman warrants that, for a period of three years commencing on the date of shipment, all products shall be free from defects in materials and workmanship. Tallysman’s sole obligation and

Purchaser’s sole remedy (at Tallysman’s discretion) under this warranty shall be repair or replacement of, or issuing a credit for, any product that does not comply with such warranty. This warranty does not apply to any product that has been damaged by accident, neglect, misuse, causes other than ordinary use, during shipment, or as a result of service or modification other than performed or authorized by or on behalf of Tallysman.

Tallysman will not be liable under the warranty described herein unless:

- a. Tallysman is promptly notified by Purchaser upon discovery of defects or failure to meet specifications.
- b. the defective product(s) is(are) returned to Tallysman under the terms of a Return Material Authorization ("RMA") pre-authorized by Tallysman, with shipping prepaid by Purchaser.
- c. the defective product(s) is(are) received by Tallysman no later than four (4) weeks following the last day of the warranty period; and

THE WARRANTIES IN THIS ARTICLE ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE, INCLUDING, SUBJECT TO APPLICABLE LAW, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, FITNESS OR ADEQUACY FOR A PARTICULAR PURPOSE OR USE, AND ALL OTHER SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY TALLYSMAN.

**10. INTELLECTUAL PROPERTY:** Tallysman is and will remain the sole and exclusive owner and/or licensee of all intellectual property rights in and to each product and service made available to Purchaser and any related specifications, instructions, documentation, or other materials, including, but not limited to, all related copyrights, patents, and trademarks.

**11. INDEMNITY AND LIMITATION OF LIABILITY:** Purchaser shall defend, indemnify and hold Tallysman harmless from and against all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses (including lawyer’s fees) incurred by, or asserted against Tallysman that result from or are related to, Purchaser’s breach of this Agreement, violation of applicable laws, or negligence and/or willful misconduct. Under no circumstances shall Tallysman be liable to Purchaser for any claim for (a) indirect, special, liquidated, aggravated,

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punitive, incidental, exemplary, or consequential damages, howsoever incurred; (b) compensation for loss of profits, anticipated revenue, savings or goodwill, or other economic loss of Purchaser; (c) contribution or set-off in respect of any claims against Purchaser; (d) any damages whatsoever relating to third party products or services, or Purchaser's materials; and/or (e) any damages whatsoever relating to interruption, delays, errors or omissions, arising out of or in any way related to the Terms and Conditions or purchased products even if advised of the possibility thereof. Notwithstanding any provision herein or entitlement of Purchaser at law, in equity or otherwise, in no event shall the liability of Tallysman under the Agreement, whether in contract, tort, product liability or otherwise, exceed, in the aggregate, the amount paid by Purchaser to Tallysman for products purchased pursuant to the Agreement.

**12. TERMINATION:** In addition to any other express termination right set forth elsewhere in the Agreement, Tallysman may terminate the Agreement for cause or convenience, upon thirty (30) days prior written notice to Purchaser, provided that Tallysman shall honor any residual warranties applicable to previous delivered products.

**13. GOVERNING LAW:** This Agreement has been made under, and shall be construed and interpreted in accordance with, the laws of the Province of Ontario, Canada, and the laws of Canada applicable therein.

**14. WAIVER:** No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Agreement will operate or be construed as a waiver thereof, and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**15. AMENDMENTS AND MODIFICATIONS:** No amendment to, cancellation or modification of the Agreement in any way is effective unless it is in writing and signed by an authorized representative of each party.

**16. ENTIRE AGREEMENT:** The Agreement, together with any other documents incorporated herein by reference constitutes the sole and entire agreement of the parties with respect to the subject matter of the Agreement and

supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of the Agreement and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, the "accepted" Purchase Order, b) second, the Agreement, excluding its Exhibits; (c) third, any other documents incorporated herein by reference.

**17. ASSIGNMENT:** Neither party may assign the Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, Tallysman may assign the Agreement or any of its rights or obligations hereunder to any of its affiliates or to a purchaser of all or substantially all Tallysman's assets, provided that the assignee agrees in writing to assume all of the assigned portion of Tallysman's obligations under the Agreement, whereupon Tallysman shall be fully released from all of such assigned obligations.

**18. RELATIONSHIP OF THE PARTIES:** Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**19. SEVERABILITY:** If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**20. PRIVACY:** By submitting any personal information to Tallysman, the Purchaser consents to the collection and use of any such submissions. Tallysman complies with its obligations under applicable privacy laws that may be in force.