BIAMP'S TERMS AND CONDITIONS OF PURCHASE

TERMS AND CONDITIONS OF AGREEMENT: These terms and conditions of purchase include all documents and exhibits attached hereto and all other terms incorporated by reference herein (together referred to as the "Purchase Order"). This Purchase Order shall constitute the final, complete and exclusive statement of this contract and may not be modified or rescinded except by a written change order issued by the Buyer. If this Purchase Order constitutes an offer by the Buyer, agreement by Seller to furnish the goods or services, or Seller's commencement of such performance or acceptance of payment shall constitute acceptance by Seller of this Purchase Order. **As an offer, this Purchase Order expressly limits acceptance to its terms and conditions, and notification of objection to any different or additional terms in any response from the Seller is hereby given.** If this Purchase Order is construed as an acceptance to the Seller's offer, this acceptance is expressly conditioned on the offeror's assent to any additional or different terms contained in this Purchase Order. If the parties have otherwise completed a signed, written contract, the parties agree that the use of this Purchase Order to place orders for goods or services pursuant to such a contract shall be construed to supplement the terms of such written contract only to the extent that the terms and conditions of this Purchase Order are not inconsistent with such written contract. **Regardless of its construction as an offer, acceptance, confirmation or use to place orders for goods or services pursuant to an earlier contract, this Purchase Order incorporates by reference all terms of the United States Uniform Commercial Code ("UCC") providing any protection for the Buyer, including, without limitation, all express and implied warranty protection and all Buyer's remedies under the UCC.**

1. **Definitions:** (a) "Buyer" shall mean Biamp Systems, LLC, any of its affiliates, and/or the entity identified as the Buyer in this Purchase Order. (b) "Goods" or "Services" shall mean those goods or services identified in this Purchase Order, which may be changed, from time to time by the mutual written agreement of the parties. (c) "Seller" shall mean the party identified as the Seller in this Purchase Order.

2. **Price and Taxes/Fees:** The purchase price for the Goods or Services is set forth in the Purchase Order and is in U.S. Dollars unless stated otherwise. Unless otherwise specified, the purchase price: (i) is a firm fixed price, not subject to increase for any reason, including but not limited to increased raw material costs, increased labor or other manufacturing costs, currency fluctuations, or changes in volume from those estimated or expected; (ii) includes all taxes, customs duties, state and local sales and use taxes, value added taxes, and other government-imposed charges; and (iii) includes all other Seller charges such as handling, storage, transportation, and insurance. Seller shall separately invoice Buyer for any sales, value added, or other taxes or charges that Seller is required by law to pay or collect from Buyer.

3. **Schedule and Delivery:** Notice of Delay: Risk of loss remains with Seller until the Goods have been delivered to Buyer at the location specified in the Purchase Order and accepted by Buyer. Time is and shall remain of the essence in the performance of this Purchase Order. Seller shall notify Buyer in writing immediately of any actual or potential delay to performance. Such notice shall include a revised schedule and shall not constitute a waiver to Buyer's rights and remedies hereunder.

4. **New Materials:** Packaging and Shipping: (a) Seller warrants that all Goods to be delivered hereunder shall consist of new materials and do not contain refurbished or reconditioned parts unless Buyer agrees in writing. (b) Seller shall prepare and package the Goods to prevent damage or deterioration and shall use best commercial practice for packing and packaging the Goods, unless otherwise specified in the Purchase Order.

5. **Packaging and Shipment:** Seller shall ensure that all Goods are packaged, marked and otherwise prepared for shipment by Seller in suitable containers in accordance with Buyer's packaging specifications. Seller shall mark on containers all necessary handling, loading and shipping instructions including Purchase Order number. An itemized packing list shall be included with each shipment.

6. **Inspection and Acceptance:** (a) Buyer's final acceptance of Goods or Services is subject to Buyer's final inspection within thirty (30) days after receipt at Buyer's facility or such other place as may be designated by Buyer, notwithstanding any payment or prior test inspection. (b) Seller and its suppliers shall establish and maintain a quality control and inspection program. (c) Seller shall keep and maintain inspection, test and related records, which shall be available to Buyer or Buyer's representative. Seller shall allow copies to be made and shall furnish all information required by the Buyer or Buyer's representative.

7. **Rejection:** In case of Buyer's rejection of Goods or Services, Buyer may, at Buyer's discretion, without prejudice to any other right or remedy available to Buyer hereunder or at law, (i) suspend payment to Seller; and/or (ii) return (if appliable) the Goods at Seller's risk and expense and claim full refund of the price already paid for the rejected Goods or Services; and/or (iii) accept the Goods or services at a mutually agreed equitable reduction in price; and/or (iv) require Seller to remedy promptly the non-compliant Services or to replace or repair promptly the nonconforming Goods, at Seller's cost and expense. Acceptance of and/or payment for the Goods or services by Buyer shall not release Seller from any of its obligations, representations or warranties hereunder. If any Goods are returned in accordance with this paragraph, Seller will provide Buyer with a return material authorization or replacement Goods within three (3) business days of Buyer's request. Seller further agrees to provide Buyer with an initial failure analysis within twenty-four (24) hours and a containment plan within forty-eight (48) hours and to provide due diligence in obtaining a full failure analysis. If the Buyer, in its sole discretion, requires a third party to perform containment activities, inspections, testing, sorting and rework in connection with any Goods supplied by Seller, seller shall reimburse Buyer for all such costs incurred. These remedies are in addition to other remedies Buyer may have under these Terms and Conditions or at law.

8. **Invoices and Payment:** Buyer will pay Seller the purchase price in accordance with the payment term set forth in the Purchase Order, or if no payment term is set forth in the Purchase Order, Buyer will pay Seller net 30 days following the later of: (i) receipt of the Goods or acceptance of all of the Services; or (ii) receipt of Seller's valid invoice, unless the invoiced amount is in dispute (the "Payment Start Date"). Buyer may, at its election, set-off against any amounts Seller owes to Buyer, any amounts Buyer owes to Seller. Buyer may withhold payment for shortages and/or non-conforming Goods or Services.

9. **Buyer Changes:** (a) By written order, Buyer may from time to time direct changes for: (i) technical requirements; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities, delivery schedules or both; (v) amount of Buyer–furnished property; (vi) time of performance; and, (vii) place of performance. (b) If any such change causes an increase or decrease in the price or in the time required for its performance, Seller shall promptly notify Buyer thereof and assert its claim for equitable adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this provision shall excuse Seller from proceeding immediately with the directed change(s). Changes shall not be binding upon Buyer except when specifically confirmed in a written Purchase Order or Change Order.

10. **Seller Proposed Changes:** Seller shall not substitute other items or revise specifications from those specified in this Purchase Order without the prior written consent of Buyer. Seller shall notify the Buyer in writing of any proposed change to the Goods or to the manufacturing process of the Goods or to the Services no later than ninety (90) days prior to the shipment date of such Goods or commencement of performance of such Services. Process changes include but are not limited to: a change that incorporates addition, deletion or merging of processing methods, supplier initiated specification changes, change in manufacturing location, change in major equipment (i.e. use of new or modified equipment, machine, tool, jig, etc.), method change in supplier of raw or bulk material, or change in manufacturing methods. Within thirty (30) days upon receipt of such notice, Buyer will provide written acceptance or disallowance of any proposed change. If Buyer disallows the proposed change, Seller shall continue to deliver unchanged Goods and adhere to the manufacturing process of the Goods and/or to perform the services in accordance with the provisions of this Purchase Order.

11. **End of Life (EOL):** Notwithstanding anything to the contrary in this Purchase Order, Seller will notify Buyer of its intent to discontinue manufacture of any Goods on the same basis as it notifies customers generally. Seller will use all commercially reasonable efforts to provide no less than nine (9) months' notice before such end of life. Buyer may place additional purchase orders for such Goods for six (6) months after EOL date and Seller shall accept such Purchase Orders with scheduled deliveries extending up to twenty-four (24) months beyond the EOL date.

12. **Force Majeure:** Neither party will be responsible or liable in any way for failing to perform its obligations under this Purchase Order during any period in which performance is prevent or significantly delayed by causes beyond its reasonable control and without its own fault or negligence, including, without limitation, acts of God, acts of civil or military authority including governmental priorities, fire, flood, war, embargo, explosions, riots, terrorist attacks and order of any governmental authority. Each party shall give the other immediate notice of any event that such party claims is a Force Majeure Condition that would prevent the party from performing its obligations hereunder, and of the cessation of the condition. A party's notice under this Section shall include the party's good faith estimate of the likely duration of the Force Majeure Condition.

13. **Termination:** All or any part of this Purchase Order or an order by Buyer hereunder may be terminated by Buyer by written notice to Seller in the event of (a) a voluntary or involuntary bankruptcy filing by or against buyer, (b) the appointment of any trustee or receiver for any substantial portion of buyer's assets, (c) any assignment for the benefit of creditors, (d) buyer ceasing to carry on business in the ordinary course, (e) buyer's breach of any provision contained herein, or (f) for convenience upon fourteen (14) days written notice. If Buyer terminates for convenience, Buyer will pay Seller for Seller's actual and reasonable expenses for the work that has been satisfactorily completed as of the date of termination, but in no event will such payment exceed the agreed upon prices. In the event of cancellation under (a)-(e) above, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, such goods or services comparable to the Goods or Services covered by the Purchase Order so terminated, and Seller shall be liable to Buyer for all excess costs of such comparable Goods or Services. Upon termination for cause, Buyer may require Seller to transfer title and deliver to Buyer, in the manner and to the extent directed by Buyer, any partially completed Goods and raw material, parts, tools, dies, jigs, fixtures, plans, drawings, services, information and contract rights as Seller has produced or acquired for the performance of this Purchase Order, including the assignment to Buyer of Seller's subcontracts, against Buyer's payments of the portion of the price properly allocable to such Goods and/or Services. The rights and remedies of Buyer in this clause are in addition to any other rights and remedies provided by law or under this Purchase Order. All obligations or duties which, by their nature, extend beyond the expiration or termination.

14. **Goods Warranty:** In addition to any other express or implied warranties, Seller warrants that (a) all Goods delivered hereunder will be merchantable, new, suitable for the uses intended, of the grade and quality specified, and free from all defects in design, material, and workmanship, will conform to all samples, drawings, descriptions and specifications furnished, and will be free of liens and encumbrances and claims; (b) all Goods have been designed, manufactured and delivered, and all Services have been provided, in compliance with all appliable laws (including labor and environmental compliance laws), regulations (including EC Directive 2001/95 on General Product Safety); and (c) where Goods or Services contain hazardous goods or substances, such goods or substances shall comply with all applicable laws, regulations and requirements (including without limitation the REACH regulation) and detailed specifications shall be provided by Seller to enable Buyer to transport, store, use and dispose them in a safe manner.

15. **Services Warranty:** Seller warrants that all Services will be performed in a workmanlike and professional manner, with due skill and care, using the proper materials and appropriately qualified and trained staff. Seller shall be fully liable and responsible for all actions by any third parties hired by Seller to Assist in the performance of the Services.

16. **Intellectual Property Warranty:** Seller represents and warrants that the Goods and Services delivered or performed hereunder do not infringe any patent, trademark, trade secret, or copyright, or any other proprietary, intellectual property, industrial property, contract, or other right held by any third party and that Seller holds the necessary titles to license to Buyer any intellectual property right for every component of the Products or Services provided to Buyer. Seller shall defend at its own expense any suit or action brought against Buyer based on a claim that Seller's goods infringe on any patent or copyright or other intellectual property right and shall pay all costs and damages awarded therefrom. If use of Seller's goods is enjoined, Seller shall, at its option and own expense, either produce for Buyer the right to continue to use the goods, or replace them with a substantially equivalent non-infringing good, or modify the goods so they become non-infringing.

17. **Intellectual Property:** Any software, hardware, specifications, drawings, diagrams, schematics, sketches, models, samples, designs, technical information, marketing information or forecasts, or data, written, oral or otherwise, furnished by Buyer or on Buyer's behalf, are and shall remain Buyer's sole and exclusive property, and shall be returned promptly to Buyer (together with all copies) upon Buyer's request. Buyer shall be the sole and exclusive owner of, and Seller hereby assigns and transfers to Buyer all rights and title in all works, and any and all inventions, developments, products, processes, computer programs, software, data, technologies, designs, innovations, improvements, creative works, photographs, illustrations, graphics, writings, displays, video recordings, audio recordings and other materials and works (whether or not patentable and whether or not copyrightable) embodied in or arising out of the Services, and any rights in intellectual property arising out of the foregoing items, which are made, conceived, reduced to practice, created, written, designed or developed by Seller or its agents or employees, solely or jointly with others (including, but not limited to, jointly with Buyer), in the performance of the Services under the Agreement. Seller shall not use any Buyer intellectual property for its own benefit or for the benefit of any third party and shall not infringe any Buyer intellectual property in any way. The sale by Buyer of Products or Services pursuant to this Purchase Order in no way gives Buyer any right, title or interest whatsoever, including without limitation any claim of ownership, of any Seller intellectual property.

18. **Tools And Equipment:** All tools, dies, molds, patterns, jigs, masks, test specifications and fixtures, adapting and interconnecting mechanisms, and other equipment and materials furnished by Buyer to Seller or paid for by Buyer, directly or indirectly, and any replacements, shall remain Buyer's property. Seller shall safely store and maintain such property separately from Seller's property, shall plainly identify such property as Buyer's property and shall not use such property except in filling this or other Purchase Orders for Buyer. All such property shall be held at Seller's risk, shall be insured by Seller at its expense for an amount equal to its replacement cost and with Buyer named as loss payee and shall be returned promptly to Buyer or Buyer's designee upon Buyer's request. Seller shall, at its own expense, perform preventative maintenance in a commercially reasonable manner unless otherwise specified.

19. **Compliance with Laws and Right of Access:** Seller shall comply with all applicable domestic and foreign laws, ordinances, codes, rules, regulations, and orders with respect to the Goods and in the performance of any Purchase Order. Seller shall be solely responsible for obtaining all permits or licenses and making all regulatory declarations and filings required in connection with the manufacture, sale, shipment and installation of the Goods ordered and/or the Services provided hereunder. Seller shall allow right of access by Buyer or its duly authorized representatives to any area of Seller's or Seller's supply chain sub-tier premises where any part of the work relating to this Purchase Order is being performed, and to all records of Seller or any entity within Seller's supply chain, upon reasonable prior notice, to verify that Seller is in full compliance with the requirements hereof. Seller shall, without additional costs to Buyer, provide all reasonable in-plant accommodations, facilities, and assistance for the safety and convenience of the Buyer and the Buyer's representatives.

20. **ANTI-TERRORISM AND ANTI-BRIBERY LAWS:** Seller represents and warrants that neither Seller nor any of its parents, affiliates, representatives, agents or employees: (i) is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at www.treas.gov/offices/enforcement/ofac/); (ii) is directly or indirectly owned or controlled by the government of any country that is subject to a United States embargo; (iii) acts, and none of them will act, directly or indirectly on behalf of the government of any country that is subject to a United States embargo; or (iv) has violated, and none of them will violate, any law prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the USA Patriot Act (text currently available at http://www.epic.org/privacy/terrorism/hr3162.html), and U.S. Executive Order 13224. Seller will take all reasonable steps to require its respective representatives, consultants, agents, subcontractors and employees to comply with such laws prior to engaging or employing any such persons. The foregoing constitute continuing representations and warranties, Seller will immediately notify Buyer in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

21. **Conflict Minerals:** Seller warrants that, to its knowledge, no tantalum, tin, tungsten and/or gold ("Conflict Minerals"), contained in any good subject to this order, originated from the Democratic Republic of the Congo or an adjoining country, unless the conflict Minerals were processed by a facility listed as conformant pursuant to the RMI Responsible Minerals Assurance Process. Seller agrees to abide by the terms and conditions in Buyer's Conflict Minerals Policy and to communicate to its sub-suppliers its own commitment to responsible sourcing and legal compliance. Seller agrees to cooperate and work with its sub-suppliers in an attempt to ensure traceability of Conflict Minerals, at least to the smelter or refiner level, to maintain and record all Conflict Minerals traceability documentation for five years and to provide such documentation to Buyer upon request.

22. **Limitation of Liability:** TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL BUYER OR ITS AFFILIATES BE LIABLE TO SELLER FOR ANY LOST REVENUES, LOST PROFITS, INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS PURCHASE ORDER OF ANY KIND FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, THE BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL BUYER'S LIABILITY TO SELLER WITH RESPECT TO THE SUBJECT MATTER OF THIS PURCHASE ORDER EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY BUYER TO SELLER HEREUNDER.

23. **Indemnification:** Seller shall defend, indemnify and hold Buyer harmless against any and all claims, losses, liabilities, damages, costs or expenses, including reasonable attorney's fees and court costs, arising out of Seller's breach of any obligations, representation, warranty or agreement made hereunder, (b) any Goods or Services provided by Seller, and (c) Seller's negligent act or omission or willful misconduct.

24. **Governing Law:** This Purchase Order and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Oregon. Any disputes arising between the parties hereunder (including any question regarding its existence, validity or termination) not resolved between or among the parties shall be initiated and conducted exclusively in state or federal court located in the City of Portland, Oregon, and each party unconditionally and irrevocably consents to the exclusive jurisdiction and venue of such courts. The parties hereby expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Purchase Order.

25. **Seller Compliance:** The Seller agrees to comply with the following: A) Executive Order 11246 as amended and all regulations promulgated pursuant to that Executive Order including but not limited to the provisions of paragraphs (1)through (7) of the "Equal Opportunity Clause" and the "Certification of Non-segregated Facilities", each of which is incorporated herein by reference, B) Section 503 of the Rehabilitation Act of 1973 including the applicable parts of the affirmative action clause entitled "Affirmative Action for Handicapped Workers" (41CFR 60-741.4) incorporated herein by reference, C) the Vietnam Era Veterans Readjustment Assistance Act (30 USC §2012) including the applicable parts of the affirmative action clause entitled "Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era" (41 CFR 60-250.4) incorporated herein by reference, D) Executive Order 13496 "Notification of Employee Rights Under Federal Labor Laws" (29 CFR Part 471, Appendix A to Subpart A) also incorporated herein by reference, E) Seller agrees to comply with all applicable commercial and public anti-bribery laws, including, without limitation, the US Foreign Corrupt Practices Act and the UK Bribery Act, F) Seller hereby represents and warrants that neither Seller, nor any persons or entities holding any legal or beneficial interest whatsoever in Seller, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, SO U.S.C. App. § 5, the International Emergency Economic Powers Act, SO U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at any time, an event of default will be deemed to have occurred without the necessity of notice to Seller and G) the Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.S(a) and 60-741.S(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

26. **General:** Seller represents and warrants that it has read and that it will comply with the principles, expectations and requirements stated in Buyer's Supplier Code of Conduct (PDF). Buyer shall have the right to request and review all relevant records of Seller to ensure compliance with the terms of this provision. Seller acknowledges and agrees that Buyer retains the right to decline future business opportunities or to end existing business relationships, including the transactions represented in any Purchase Order, if Seller does not comply with Buyer's Supplier Code of Conduct, the additional requirements of this Purchase Order, or with laws applicable to Seller's business operations. Seller further agrees that upon Buyer's request, it will promptly provide Buyer with a copy of its Environmental, Sustainability and Governance ("ESG") initiatives and policies and a summary of the current status of such ESG initiatives and policies.

27. **General:** (a) Any services performed by Seller shall be performed as an independent contractor. (b) Seller shall not use the name or trademarks of Buyer or otherwise identify Buyer in any publication, public announcement, or press release without the prior written consent of Buyer. (c) Seller may not assign its rights or subcontract its duties without prior written consent of Buyer. Any unauthorized assignment or delegation is void. (d) If and to the extent any provision of this Purchase Order is held invalid or unenforceable at law, such provision will be deemed severable from the remainder of this agreement and will in no way affect, impair or invalidate any other covenant, condition or other provision contained in this Purchase Order.

Biamp Systems, LLC values diversity of thought and background and provide equal employment opportunity to all qualified applicants without regard to race, color, religion, national origin, sex, age, veteran status or disability.