

General Terms and Conditions of Sale, Delivery and Lease

RIEDEL Communications, Inc.

These General Terms and Conditions of Sale, Delivery and Lease for United States Customers (these "Terms") of products and services are applicable to all United States based customers ("Customers" and each, individually, a "Customer") of RIEDEL Communications, Inc., a California corporation ("Company").

1. Terms and Conditions of Sale:

1.1. Company shall sell and deliver to Customer and Customer shall purchase and accept from Company the products (herein, the "Products") and services (the "Services") described on or in any confirmed order, agreement or quotation, or any combination thereof (the "Order"), pursuant to the terms and conditions of the Order and those specified below, which taken together shall constitute the entire agreement between Company and Customer regarding the Products (herein, this "Agreement").

1.2. No other terms or conditions shall be of any effect unless otherwise specifically agreed to by Company in a separate written agreement duly signed by an officer of Company. Customer will be deemed to have assented to all Terms if any part of the Products or Services is accepted by Customer. If Customer finds any Term not acceptable, Customer must so notify Company at once and must reject the Products delivered under this Agreement. Any additional or different terms or conditions contained in Customer's order or response hereto shall be deemed objected to by Company and shall be of no effect. No general terms and conditions of a Customer shall at any time form a part of the content of any contract or agreement between Customer and Company, even if they are not further expressly rejected by Company. If Company and Customer enter into a separate Service Level Agreement ("SLA") for a specific service or product, such as the RIEDEL CARE, or a different Cloud subscription service ("SaaS Agreement"), the terms and conditions of the SLA or/and the SaaS Agreement shall prevail over these Terms in case of conflict.

1.3. Unless otherwise agreed in writing, all quotations for Products or Services are non-binding. Subsequent modifications in quantity or quality, if such are requested by Customer, generally will cause a modification of the quoted price. Drawings and samples enclosed with any quotation remain the property of Company. All drawings and samples shall be treated confidentially by Customer and must be returned to Company after usage. Drawings, dimensions, weights, and other performance data stated in brochures, or any other information provided to the Customer are only specifications if explicitly agreed to in writing. Such specifications do not constitute a warranty of features, not even if they are standard specifications such as the DIN standard.

1.4. No Order is binding upon Company until the earlier of acceptance of the Order in writing or the delivery of the Products to Customer. Notwithstanding any prior acceptance of an Order by Company, Company shall have no obligation if Customer is in breach of any of its obligations hereunder, or any other agreement between Customer and Company, at the time Company's performance was due.

1.5. All verbal agreements concerning the terms of any Order, including agreements made by telephone, shall have no force and effect unless and until acknowledged by Company in a signed writing.

1.6. Customer shall bear all costs associated with the cancellation or modification of the Order plus any costs of collection.

2. Prices:

2.1. All price quotations are FCA Santa Clarita, California (per Incoterms 2020) and do not include costs for insurance, unloading charges, destination terminal charges, charges from financial institutions, import customs and duties or taxes (including withholding taxes), if any. Customer agrees to indemnify and hold Company harmless against all government orders and decrees by any State or jurisdiction where Customer performs his activities, as well as any judgment holding the Customer liable for withholding taxes on its payments. The Customer will indemnify Company against the full amount of the withholding taxes as well as any associated penalties or interest. Company reserves the right to substitute components of Products where they are functionally equivalent and to allocate scarce inventory among customers when necessary.

2.2. Products prices as well as pricing for Services will be governed by Company's current prices in effect from time to time or by special price quotes made to Customer in writing. A price list is only available on request if Customer agrees to sign a separate confidentiality and non-disclosure agreement with Company. Unless otherwise specified, Company's quotes are valid for a period of fifteen (15) days. Company may adjust the price by written notice, if there is material increase in production costs due to an increase in raw material costs, labor costs due to collective bargaining agreements and salary adjustments due to inflation and the increase occurs several months after acceptance of an offer or providing a quote. Customer may only terminate the contract, or purchase order within two weeks after receipt of the notice of adjustment.

2.3. Prices quoted in a currency other than United States Dollars are based on the official exchange rate on the date of the quote. Prices will be invoiced based on the currency exchange rate in effect on the date of confirmation of any Order. If the exchange rate varies after the date of confirmation and before delivery more than two percent (2%) to the disadvantage of Company, Company may adjust the invoice accordingly.

2.4. Company may without notice to Customer increase the price of the Products by the amount of any new or increased tax or duty (excluding franchise, net income, and excess profits taxes) which Company may be required to pay on the manufacture, sale, transportation, delivery, export, import or use of the Products or the materials required for their manufacture, or which affects the cost of such materials.

2.5 Subject to Section 2.3, if Company agrees as a gesture of good faith to accept the return of partial quantities of unused and originally packaged Products ordered by Customer in excess, Company shall be entitled to a restocking fee of fifteen percent (15%) of Company's current list price.

2.6 Unless already included in the Services as quoted, Customer agrees to reimburse Company for all reasonable travel and out-of-pocket expenses incurred by Company in connection with the performance of the Services.

3. Terms of Payment:

3.1. Unless Company and Customer agree otherwise in writing, payment is due and payable for the Products or performance of the Services as set forth in the Order confirmation and the Company's invoice. "Payment" generally consists of (i) a certain prepayment amount from the date of the Order confirmation, (ii) a certain percentage of down payment within certain net days of Customer's credit approval and (iii) payment of the outstanding amount as set forth in the invoice.

3.2. Company may without notice change or withdraw extensions of credit at any time. If Company ceases to extend credit terms before shipment, Customer's sole remedy shall be cancellation of its order. If Customer does not receive notice before shipment, its sole remedy shall be rejection of the Products immediately upon delivery.

3.3. If Customer fails to make payment on or before the date required, Customer shall pay interest to Company at the rate of one and one-half percent (1 ½ %) per month or such lesser amount permitted by law. The specification or charging of interest shall not be deemed an agreement to extend credit. Company shall be entitled to suspend the delivery of any Products or performance of any Services if Customer fails to pay any amounts when due hereunder and such failure continues for seven (7) days following written notice thereof.

3.4. If Customer fails to observe these Terms or the terms of any other agreements between Company and Customer, or if Customer becomes insolvent, all balances then due and owing to Company shall become due immediately, notwithstanding any agreed upon payment periods. Any Orders that have been confirmed by Company but not yet filled shall in such cases become cancelable at the sole discretion of Company.

3.5. Customer shall have no right of set-off under any circumstances. Company reserves the right to apply any of Customer's open credits and overpayments to the oldest invoices unless otherwise instructed.

3.6. Customer agrees to indemnify and hold Company harmless against all administrative or governmental action, judgments, claims, lawsuits, proceedings, costs, expenses, and liabilities, penalties and interest based on any withholding or other tax liabilities in any state or jurisdiction in which Customer conducts business.

3.7. This Agreement is made subject to any restrictions concerning the export of products or technical information from the United States or other countries that may be imposed on the parties from time to time. Customer agrees that it will not export, directly or indirectly, any technical information acquired from Company under this Agreement or any Products using such technical information to a location or in a manner that at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate agency or other governmental entity in accordance with applicable law.

4. Delivery Terms:

4.1. Except as otherwise specified in this Agreement, the Products shall be sold and delivered FCA Santa Clarita, California (per Incoterms 2020). FCA means hereunder that Company delivers and the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay passes when Company hands the Products over to the freight forwarder, carrier or any other person or institution designated to carry out the shipment at Santa Clarita, California. Delivery shall be deemed to have taken place if Customer or its carrier is in default of acceptance.

4.2. Any agreed Delivery Period commences on the day on which any Order and accompanying documents, such as drawings, have been reviewed by Company, but in any event no earlier than the written acceptance of any Order by Company. Sales which extend over a period of time and where quantities have not been fixed in advance shall be subject to separate agreements concerning the quantity and delivery period regarding each separate sales transaction and/or request for delivery made by a Customer. The Delivery Periods refer to the date on which the Products are scheduled for dispatch FCA Santa Clarita, California (FCA), and not to the date of delivery to the Customer. All delivery dates are approximate and are based upon the best information available at the time of quotation or acceptance of an order. All reasonable steps to

meet delivery schedules will be taken by Company, however, if the delivery date may only be met by way of express delivery due to delayed commissioning by the Customer, any additional costs arising for such express delivery shall be borne by the Customer. The same applies if Company is only able to meet the agreed delivery time by way of express delivery due to unforeseen or inevitable difficulties, such as powers of nature, or strikes. Such additional costs will be billed separately.

4.3. If Customer is in default of acceptance, fails to cooperate or if the delivery or handover to customer is delayed by Company for other reasons caused by Customer, Company shall be entitled to compensation for the resulting damage, including additional expenses, including, without limitation, storage costs and insurance.

4.4. Customer, shall, subject to Company's available facilities at the shipping point, determine the type of transportation and shall notify Company thereof at the time Customer places each Order. In the event Customer has not requested any specific type of transport, Company shall, within its reasonable discretion, determine the best method type of transportation. Company will make deliveries of the Products in the quantities ordered as near as reasonably feasible to Customer's requested delivery dates.

4.5. Company shall use its reasonable efforts to deliver the Products to Customer by the agreed upon date. However, except in cases of Company's willful misconduct or gross negligence, Company shall not be liable to Customer for delays in delivery or damage to Products while in transit, irrespective of whether Company or Customer determined the mode of transportation.

4.6. In cases of deliveries of Products manufactured to Customer's specification ("Special Orders"), Company reserves the right to deliver fifteen percent (15%) more or less of the quantity ordered.

4.7. Unless otherwise agreed to in writing, all tools, models, plans, blueprints or other devices and/or documents used and/or developed by Company (the "Tools") in order to fulfill any Order or Special Order are the property of Company, even if the cost of development and/or manufacturing of such tools, models, plans, blueprints or other devices and/or documents was wholly or partially borne by Customer.

5. Inspection of Products

5.1 Customer shall inspect the Products within three (3) days of receipt ("Inspection Period"). Customer will be deemed to have accepted the Products unless it notifies Company in writing of any Nonconforming Products (as defined below) during the Inspection Period and furnishes such written evidence or other documentation as required by Company. "Nonconforming Products" means only the following: (i) product shipped is different than identified in the Order Confirmation; or (ii) product's label or packaging incorrectly identifies its contents.

5.2 If Customer timely notifies Company of any Nonconforming Products, Company shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the Price for such Nonconforming Products, together with any reasonable third-party shipping and handling expenses actually incurred and paid by Customer in connection therewith. Customer shall ship FCA Santa Clarita, California (Incoterms 2020) the Nonconforming Products to Company's facility located at Santa Clarita, California. If Company exercises its option to replace Nonconforming Products, Company shall, after receiving Customer's shipment of Nonconforming Products, ship to Customer, FCA Santa Clarita California (Incoterms 2020), the replaced Products to the delivery point pursuant to the Order.

5.3 Customer acknowledges and agrees that the remedies set forth in Section 5.2 are Customer's exclusive remedies for Nonconforming Products. Except as provided under Section 5.2, all sales of Products to Customer are made on a one-way basis and Customer has no right to return Products purchased under this Agreement to Company.

6. Required Cooperation with Respect to Products and Services.

6.1. With respect to the Products and Services including with respect to any installation and acceptance, Customer shall (i) cooperate with Company in all matters and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Company; (ii) respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Company may reasonably request to carry out its obligations in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws before the date on which the Services or installation of Products are to start, (v) provide the infrastructure required for Company to provide the Services or perform installation of Products, including but not limited to give access to installation/event sites, storage and work areas, power and water supplier, provide high speed internet; and (vi) ensure the assistance and cooperation of third party vendors as necessary for Company to perform its obligations. Company shall be relieved of any obligation, and installation shall be deemed complete and acceptance shall be deemed provided to the extent Customer fails to provide any required cooperation. Customer shall take all necessary steps to ensure a safe and healthy environment when Company employees are present on Customer's site. Customer's site shall comply with all OSHA act guidelines as well as all applicable federal and local laws regarding health and safety. Customer shall take all necessary precautions as outlined by the CDC to provide a safe environment to prevent the spread of Covid-19 and other pathogens. Should any Customer employees or contractors have suspected or confirmed cases of Covid-19 or other pathogens, the Customer shall immediately notify the Company and its employees of the possible exposure.

6.2. Both during the performance of the Services and for a period of two (2) years after the completion of the Services, Customer shall be prohibited from poaching employees of Company or attempting to do so, from inciting third parties to poach them or from assisting them in poaching activities. Each individual poaching attempt against each individual employee is considered an independent breach. If Customer breaches its non-poaching covenant under this Section 6.2 (the "Customer Breach"), Customer shall pay to Company an amount equal to three (3) gross monthly salaries of the poached employee for each poaching attempt (the "Liquidated Damages"). The parties intend that the Liquidated Damages constitute compensation, and not a penalty; provided however that payment of liquidated damages shall not limit Company's right to seek injunctive relief. The parties acknowledge and agree that the Company's harm caused by a Customer Breach would be impossible or very difficult to accurately estimate, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from a Customer Breach. The Customer's payment of the Liquidated Damages is the Customer's sole monetary liability and entire obligation and the Company's exclusive monetary remedy for any Customer Breach.

6.3. Any rates and prices provided by Company in the order confirmation or other contracting documents regarding expenses for personnel and material are conditioned on the timeline set forth in those documents. The Customer is aware that any changes may lead to an adjustment of personnel and material costs.

6.4 The daily regular pay rate for personnel covers eight (8) hours in a workday, including any travel and break times. Overtime hours are billed separately

7. Security Interest:

7.1. As security for the timely payment and performance of all Customer's indebtedness to Company, Customer hereby grants to Company a first priority security interest in the Products following delivery thereof to Customer ("Collateral"). Such Interest shall remain in force until payment in full of the entire purchase price for the Products and any other amounts due to Company by Customer.

7.2. If so requested by Company, Customer shall deliver to Company, in form and substance satisfactory to Company, and duly executed as required by Company, financing statements and other security interest perfection documentation in form and substance satisfactory to Company, duly filed under the Uniform Commercial Code ("UCC") in all jurisdictions as may be necessary, or in Company's opinion, desirable, to perfect Company's security interest and lien in the Collateral, in order to establish, perfect, preserve and protect Company's security interest as a legal, valid and enforceable security interest and lien, and all property or documents of title, in cases in which possession is required for the perfection of Company's security interest.

8. Warranty and Limitations:

8.1. Company warrants solely to the original purchaser of the Products that for the Warranty Period (as defined below), the Products will be free from material defects in materials and workmanship under normal use and will conform to Company's published specifications of the Products. The foregoing warranty is subject to the proper storage, transportation, and use of the Products. All warranty claims must be made by Customer to Company in writing within eight (8) days of the commencement of use of the Products and prior to the end of the Warranty Period. Company's sole obligation under the foregoing warranty is, at Company's option, to repair, replace or correct any such covered defect or non-conformity. Upon repair or replacement of defective or non-conforming Products, Company shall have no further obligation to Customer with respect to such defect or non-conformity. Unless expressly warranted in Company's Order confirmation, Company makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be sold or marketed in any jurisdiction. Any governmental or other approvals necessary in connection with the resale, marketing, distribution, or use of the Products shall be the sole responsibility of Customer.

8.2. With respect to Special Orders, Company makes no warranty that the Products manufactured under a Special Order do not infringe the intellectual property or other proprietary rights of any third party and Customer is solely responsible for assuring that Special Order Products do not so infringe.

8.3. The "Warranty Period" begins on the date the Products are delivered as provided for in Section 4 and continues for twenty-four (24) months for Products of the Company brand, and six (6) months for all other Products. Notwithstanding the foregoing further, in the event of the sale of used Products the Warranty Period shall be (i) two (2) years from the date of delivery for Products that are one (1) to two (2) years old; (ii) one (1) year warranty from the date of delivery for Products that are two (2) to four (4) years old and (iii) no warranty shall be provided for Products older than four (4) years. In the event of Products or parts thereof that are subject to wear and tear, the Warranty Period shall only be one (1) year from the date of delivery. Excluded from the foregoing warranty set forth in Section 8.1 are problems due to accidents, negligence, misuse, misapplication, storage damage or modification to, the Products.

8.4. Company warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. Customer's exclusive remedy for breach of the Services warranty is, at Company's option, re-performance of the nonconforming Services or refund of the fees paid for the nonconforming Services. Claims for breach of this warranty must be made within thirty (30) days from the facts giving rise to the claim.

8.5. Company does not authorize any person or party to assume or create for it any other obligation or liability in connection with the Products except as set forth herein.

8.6. The Customer shall not, directly or indirectly: (a) disassemble, decompile or reverse engineer, or allow a third party to reverse disassemble, decompile or reverse engineer the whole or any part of the Product, equipment or any Software used or supplied with the Product or otherwise attempt or allow any other party to obtain the algorithms by which the Product perform their functions except as and to the extent that the Customer is authorized to do so under these Terms; nor (b) combine, incorporate or use any item of the Product, equipment or Software in connection with the Product or services in any way other than where approved in writing by Company.

8.7. THE WARRANTY SET FORTH IN SECTION 8 IS MADE IN LIEU OF ALL OTHER WARRANTIES (WHETHER EXPRESS OR IMPLIED), RIGHTS OR CONDITIONS, AND CUSTOMER ACKNOWLEDGES THAT EXCEPT FOR SUCH LIMITED WARRANTY, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS." COMPANY SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE.

9. Extended Warranty in case of system integrators, distributors, and other intermediaries

9.1. The Warranty provided under Section 8 above, as well as any other additional warranty for goods regulated in an SLA, SaaS agreement or otherwise agreed to between Company and Customer in writing (together "Manufacturer's Warranty") shall be passed through to customers of system integrators, distributors, or other intermediaries ("End Customers").

9.2. Warranty claims under the Manufacturer's Warranty may only be asserted against Company itself, but not against such Customers of Company who do not directly use the Products and Software themselves for their intended purpose but integrate them into systems for further distribution or otherwise independently further distribute or sell them (e.g., system integrators, distributors or other intermediaries; together "Intermediaries").

9.3. The warranty set forth in Section 8.3 above, is conditioned upon the End Customer's compliance with the requirements of Section 8. The Warranty Period shall commence with the delivery of the goods to the respective intermediary; for the End Customers, the Warranty Period set forth in Section 8.3 shall be extended by an additional three months' period as a courtesy.

9.4. The Intermediary shall inform the End Customer in due time about the Manufacturer's Warranty and its conditions (e.g. on time limits, exclusion, assertion). The Intermediary shall notify Company without delay as soon as an End Customer asserts the Manufacturer's Warranty against the Intermediary and provide Company with all information necessary for processing the warranty claim (including contact information of the End Customer, on the product, on the asserted defect, time of delivery of the product to the Intermediary). The Intermediary may forward the End Customer's request directly to Company. The Manufacturer's Warranty does not apply to the Intermediary but is only granted to the End Customers.

10. Confidential Information.

10.1 "Confidential Information" means any business or technical information that a party discloses to the other party and designates as "confidential" or "proprietary" at the time of disclosure; and any information that, due to its nature or the circumstances of its disclosure, the receiving party knows or has reason to know should be treated as confidential or proprietary.

10.2 Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without restrictions on use or disclosure; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) is rightfully received by the receiving party from a third party, who has the right to provide such information and who provides it without restrictions on use or disclosure.

10.3 Each party will not use any Confidential Information disclosed by the other party except as necessary for the performance or enforcement of this Agreement and will not disclose such Confidential Information to any third party except to those of its employees and subcontractors who have a bona fide need to know such Confidential Information for the performance or enforcement of this Agreement; provided that each such employee and subcontractor is bound by a written agreement that contains use and nondisclosure restrictions consistent with the terms set forth in this Section. Each party will employ all reasonable steps to protect all Confidential Information disclosed by the other party from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict either party from disclosing such Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; (ii) to its legal or financial advisors; (iii) as required under applicable securities regulations; and (iv) subject to customary restrictions, to present or future providers of venture capital and/or potential private investors in or acquirers of such party.

11. Intellectual Property Rights

11.1. Other than as expressly detailed in an Order for a sale of Product, Company and/or its group of companies, respectively, are and shall be, the sole and exclusive owner(s) of all right, title, and interest throughout the world in and to all the Intellectual Property

related to Products, Services and Leased Equipment, including but not limited to all patents, copyrights, copyrightable works including computer programs, software, firmware or source code; patents and inventions; trade secrets and know-how; tools, models, plans, concepts, other fixtures or documents, database rights, drawings, trademarks, trade secrets, and other intellectual property rights (collectively "Intellectual Property Rights") therein. For the sake of clarity, no sale of underlying Intellectual Property Rights in any Product is provided other than with respect to the actual units purchased and no such purchase shall extend to any Software which is licensed under the terms of the applicable EULA.

11.2. Customer shall not use Company's Intellectual Property beyond the agreed upon scope and only in connection with the purpose of an Order. Upon an event of default, termination by Customer/Company, or cancellation or expiration of the Agreement, all of Customer's rights to use the Company's Intellectual Property shall immediately cease.

11.3. Customer hereby agrees that all Intellectual Property which Company may make or conceive, either solely or jointly with others, whether arising from its own efforts or suggestions received from any other source, which arises out of its engagement or its exposure to the Intellectual Property of Company and/or the Leased Equipment in connection therewith shall be the exclusive property of Company, free from any claim or retention of rights thereto by Customer including for the purposes of patent and copyright. In addition to the foregoing and Customer further agrees to fully disclose and hereby assigns to Company, exclusively and absolutely, all such Intellectual Property and, at the request and expense of Company, to execute all instruments and documents and to do all things which may be reasonably necessary to protect the rights of Company and vest in Company all such work product without charge.

11.4. All feedback, comments, and suggestions for improvements that Customer provide to Company hereunder is referred to collectively as "Feedback". Customer acknowledges and agrees that all Feedback will be the sole and exclusive property of Company. Customer hereby irrevocably transfers and assigns to Company all right, title, and interest in and to all Feedback, including all Intellectual Property Rights therein. At Company's request and expense, Customer will execute documents and take such further acts as Company may reasonably request for Company to acquire, perfect and maintain its Intellectual Property Rights and other legal protections for the Feedback. Customer acknowledges and agrees that, as between the parties, Company owns all right, title, and interest in and to the Products and the services, including all Intellectual Property Rights therein, even if it incorporates any Feedback into subsequent versions. Customer will not earn or acquire any rights or licenses in the Product, Services or any other RIEDEL's Intellectual Property Rights on account of this Agreement or performance under this Agreement.

12. Indemnification:

12.1 Customer shall defend (or settle), indemnify and hold harmless Company, its officers, directors and employees, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or its customers' use of Products or Services in violation of this Agreement or law, Customer specifications and Special Orders; Customer-provided materials/data; modification of Products by Customer; combination with third-party products not in accordance with the documentation; Customer's negligence or willful misconduct; Customer's representations or warranties to its own customers concerning Company products beyond Company's warranty; Customer's failure to obtain required licenses, permits or regulatory approvals; Customer's operations. . Customer's obligations under this section are contingent upon: (a) Company providing Customer with prompt written notice of such claim; (b) Company providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim so long as the settlement imposes no liability on Company and does not include any admission of wrongdoing or liability.

12.2 Company shall defend (or settle) any suit or action brought against Customer to the extent that it is based upon a claim that the Products or services infringe or misappropriate the intellectual property rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. Company's indemnification obligations do not extend to claims that arise from or are related to: customer specifications or designs; Special Orders; modification by anyone other than Company; combination with non-Company products, software or systems; use outside the scope of use set forth in the documentation or the Order; continued use after notice; customer-provided materials; third-party/open-source software; or compliance with customer instructions.

Company's obligations under this section are contingent upon: (a) Customer providing Company with prompt written notice of such claim; (b) Customer providing reasonable cooperation to Company, at Company's expense, in the defense and settlement of such claim; and (c) Company having sole authority to defend or settle such claim. In the event that Company's right to provide the Products or services are enjoined or in Company's reasonable opinion is likely to be enjoined, Company may obtain the right to continue providing the Products or services, replace or modify the Products or services so that they become non-infringing, or, if such remedies are not reasonably available, terminate this Agreement without liability. THE FOREGOING STATES THE ENTIRE OBLIGATION OF COMPANY AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS. Company shall have no liability under this section to the extent that any third-party

claims described herein are based on use of the Product or services in a manner that violates this Agreement or the instructions given to Customer by Company.

13. Limitation of Liability for Products and Services:

13.1. Every effort will be taken to ensure the proper operation of each system during installation and commissioning. Company shall not be liable for wireless service problems caused by conditions beyond Company's control, including atmospheric or geographic conditions, the failure or interference of other service providers or wireless Product, a public safety emergency, or coverage or capacity limitations. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF RESPECTIVELY THE SPECIFIC UNITS OF THE PRODUCTS OR SERVICES THAT ARE THE SUBJECT OF A CLAIM IN THE 12 MONTHS PRIOR TO THE FACTS GIVING RISE TO THE CLAIM. IT IS AGREED AND ACKNOWLEDGED THAT THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN COMPANY AND CUSTOMER, THAT COMPANY'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

13.2. IN JURISDICTIONS THAT LIMIT THE SCOPE OF OR PRECLUDE LIMITATIONS OR EXCLUSION OF REMEDIES OR DAMAGES, OR OF LIABILITY, SUCH AS LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED. THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES OR LIABILITY SET FORTH ABOVE, APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT VARY BY PROVINCE, STATE, COUNTRY, OR OTHER JURISDICTION.

14. Use of Software and Separate Warranty and Limitation of Liability:

14.1. "Software" shall be defined as machine-readable code or firmware, which is licensed to Customer on a limited, worldwide, revocable, non-exclusive, and non-transferable basis. Customer shall not be authorized to reproduce, copy, modify, repair, decompile, reverse engineer, disassemble, reverse translate, or in any manner decode the Software. The Software may include open-source code provided by third parties and Company expressly disclaims all warranties and guarantees with respect to any third-party Software. The open-source code is licensed under the separate agreement associated with that open-source code.

14.2. The Purchase Order and/or any other document issued by Company will identify whether the Software is embedded as a component of a Product (as defined in the end user license agreement "EULA") provided by Company or is being licensed separately either on a perpetual or term basis. Any Software provided by Company shall be provided in accordance with the applicable EULA as amended by Company from time to time. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, THE LIMITED SOFTWARE WARRANTY AND DISCLAIMER, AS SET FORTH IN THE EULA, WILL APPLY.

14.3. TO THE EXTENT ALLOWED BY APPLICABLE LAW, NEITHER COMPANY NOR ITS VENDORS NOR LICENSORS SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT OR THE SOFTWARE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, OR DAMAGES ARISING FROM LOSS OF DATA OR LOSS OF USE, EVEN IF COMPANY OR ITS VENDORS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF COMPANY AND ITS VENDORS AND LICENSORS ARISING OUT OF THIS AGREEMENT OR THE LICENSE OF THE SOFTWARE OR THE USE THEREOF, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL PAYMENT MADE BY CUSTOMER TO COMPANY DURING THE LAST TWELVE (12) MONTHS FOR THE SOFTWARE PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS LIMITATION DOES NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY FROM THE GROSS NEGLIGENCE OF COMPANY, ITS VENDORS, OR ITS LICENSORS WHERE APPLICABLE LAW PROHIBITS SUCH LIMITATION.

15. Force Majeure:

15.1. Company shall not be liable to Customer or any other person for any failure or delay in the performance of any obligation under this Agreement caused directly by events beyond its reasonable control, without Company's fault or negligence and that by its nature could not have been foreseen by Company or, if it could have been foreseen, was unavoidable, including, but not limited to, (i) a public health emergency or communicable disease outbreak, pandemic or epidemic, resulting in, among others, shelter-in-place orders, quarantines, Government shutdowns, Government or administrative action or changes in laws or regulations, substantial interruption to air travel, substantial interruptions in supply chains, and other economic effects caused by the response to an epidemic, a pandemic and/or public health emergency or communicable disease outbreak, (ii) trade embargoes, a change in export control regulations as well as other sanctions; (iii) fire, storm, flood, earthquake, other natural catastrophes, (iv) explosion, (v) accident, (vi) acts of the public enemy, wars, riots and public disorder, (vii) sabotage, strikes, lockouts, labor disputes, labor shortages, work slowdown, stoppages or delays, (viii) shortages or failures or delays of energy, materials, supplies or equipment, (ix) transportation embargoes or delays, (x) acts of God, (xi) breakdown in machinery or equipment, (xii) water ingress, (xiii) power blackouts, (xiv)

disconnection or destruction of data-carrying conductions, (xv) except as otherwise set forth in this Agreement, acts or regulations or priorities of the federal, state or local governments and (xvi) any other events beyond Company's reasonable control.

15.2. When the event operating to excuse performance by either party shall cease, this Agreement shall continue in full force. Notwithstanding the foregoing, Company shall be entitled to terminate the Agreement in the event (i) the performance of the Agreement is rendered permanently impossible (ii) the continuation of the performance of the Agreement would impose a substantial and significant financial burden upon Company which applies in the event that Company's cost of performance increases by at least ten percent (10%) which was not foreseeable at the time of entering into the Agreement and which shall include, but not be limited to supply shortages for which the Company is not responsible (iii) failure of sub-suppliers to honor their delivery obligations (iv) the performance of the Agreement is in violation of applicable unfair trade or antitrust laws or otherwise would constitute a legal violation.

16. Miscellaneous Terms:

16.1. Any controversy or claim arising out of or relating to this Agreement, or the negotiation or breach thereof, shall be exclusively settled by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association ("AAA"). The award shall be final and binding. Judgment upon the award rendered by the arbitrator or the arbitrators may be entered in any court having jurisdiction thereof. The place of arbitration shall be Los Angeles County, California. The language of arbitration shall be English. The arbitration shall be conducted (i) if the amount in dispute is less than \$250,000, before a single arbitrator mutually agreeable, or if no agreement can be reached, then selected by the AAA, or (ii) if the amount in dispute is \$250,000 or more, before three (3) arbitrators. The arbitrator(s) shall make detailed findings of fact and law in writing in support of his, her or their decision, and shall award reimbursement of attorney's fees and other costs of arbitration to the prevailing party, in such manner as the arbitrator shall deem appropriate. In addition, the losing party shall reimburse the prevailing party for reasonable attorneys' fees and disbursements, the costs of the arbitration (including but not limited to the fees and expenses of the arbitrator and expert witnesses) and the costs incurred by the prevailing party in successfully seeking any preliminary equitable relief or judicially enforcing any arbitration award.

16.2. This Agreement shall be governed by and construed in accordance with the law of the State of California, without giving effect to principles of conflict of laws.

16.3. If any provision contained in this Agreement is held to be invalid, illegal, or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in this Agreement, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Notwithstanding the foregoing, however, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under this Agreement by one party to the other, the remaining provisions of this Agreement shall also be modified to the extent necessary to equitably adjust the parties' respective rights and obligations hereunder.

16.4. If any Products, Services or Software or other technologies to be delivered by Company hereunder fall within the scope of EU Regulations No. 833/2014 (Russia), No. 765/2006 (Belarus) or further embargo regulations and the delivery is made to a third country outside the EU that is not one of the so-called "partner countries", any (further) sale and/or any (re)export and/or other delivery of the products delivered by Company, directly or indirectly, unchanged or integrated into other products, to Russia and/or Belarus and/or via third parties for use in these countries is strictly prohibited and would constitute a material violation of this Agreement by Customer. In the event of a breach of this provision, Company is entitled to demand from Customer liquidated damages of 30% of the purchase price for the Products and technologies concerned, as well as additional compensation for all costs incurred, including any fines. The liquidated damages will be credited against the damages to be paid. Furthermore, the Company shall have the right to withdraw from any unfulfilled contracts with the Customer and/or to terminate such contracts with immediate effect and/or to end the business relationship with the Customer. Customer acknowledges and agrees that the actual damages likely to result from such breach of this Section 16.4 are difficult to estimate on the date of this Agreement and would be difficult for Company to prove. The parties intend that Customer's payment of the liquidated damages amount would serve to compensate Company for any breach by Customer of its obligation under Section 16.4, and they do not intend for it to serve as punishment for any such breach by Customer.

16.5. In the event of a violation or threatened violation of Company's proprietary rights or Confidential Information, Company shall have the right, in addition to such other remedies as may be available pursuant to law or this Agreement, to temporary or permanent injunctive relief enjoining such act or threatened act. The parties acknowledge and agree that legal remedies for such violations or threatened violations are inadequate and that Company would suffer irreparable harm.

16.6 "Personal Data" means any information relating to an identified or identifiable natural person, household, or consumer that is protected as personal data, personal information, personally identifiable information, or a similar term under applicable data protection laws (in particular, those set out in the GDPR and the laws of the states of the United States). Personal Data does not include anonymized or de-identified information maintained in accordance with applicable data protection laws. If Personal data is processed within the scope of the Terms, the parties agree to comply with all provisions

and rules on the protection of Personal Data in data protection laws. For this purpose, the parties undertake to enter into all agreements between each other that may be necessary for this purpose, including a data processing agreement provided by Company for this purpose or any further necessary agreements. Information on the processing of personal data within the Company's group can be found at <https://www.riedel.net/de/meta/datenschutz>.

16.7. The parties hereto are independent contractors and nothing in this Agreement will be construed as creating a joint venture, employment, or agency relationship between the parties.

16.8. This Agreement, including any Schedules attached hereto, contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements between them, whether oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement is binding upon the parties hereto, their successors and permitted assigns.

16.9 The Terms shall survive termination or expiration as necessary to enforce the rights and responsibilities of the parties as set forth herein, including but not limited to those relating to Intellectual Property, payment obligations, indemnification and limitation of liability.

RIEDEL SUPPORT INFORMATION

Riedel Communications, Inc.
25702 Rye Canyon Rd, Suite A
Santa Clarita, CA 91355 USA
Main Phone: 818 559 6900
Support Phone: 818 559 6930
Fax: 818 558 5927
Email: sales-us@riedel.net

Special Provisions Applicable to Leases:

The Terms of this Agreement shall equally apply to the lease of equipment (hereinafter "Leased Equipment"), if applicable under the respective Order Confirmation, unless the following provisions say otherwise:

17. Equivalent Leased Equipment

17.1. Company reserves the right to provide Customer with a functionally equivalent Leased Equipment instead of the ordered Leased Equipment.

18. Careful Handling of Leased Equipment

18.1. Customer shall treat the Leased Equipment diligently and carefully and shall retain the original case used for delivery of the Leased Equipment. During the term of the Lease Customer shall keep the Leased Equipment in good operating condition. Customer shall not be responsible for reasonable wear and tear of the Leased Equipment during the term. In the event the Leased Equipment is damaged beyond reasonable wear and tear and/or destroyed in whole or in part during the term, Company shall not be responsible for any repair or replacement of the Leased Equipment. Occurrence of any such loss or damage shall not relieve Customer of any obligation imposed under the Lease (as defined below). Customer is only entitled to sublet, assign, mortgage, encumber or transfer the Leased Equipment, whole or in part, or grant a license or concession in connection therewith, to any third party with the prior written consent of Company. Even if such consent has been obtained, Customer remains responsible for any fraudulent or negligent behaviour of the third party when using the Leased Equipment. Repairs by Customer or his authorized representative regarding the Leased Equipment are only allowed upon prior written consent of Company. Customer shall not be allowed to carry out modifications or alterations of any kind to the Leased Equipment or to break it open. In case of an alteration any costs for restoration to the original Leased Equipment shall be borne by Customer.

19. Product-Specific Provisions

19.1. If the Leased Equipment is in connection with radio equipment these radio sets will be delivered with pre-selected frequency unless otherwise agreed. If Customer relocates such Leased Equipment to another different location, Customer shall solely be responsible of complying with any applicable laws and local frequency guidelines. Customer and Company may, however, agree in writing that Company will update such Leased Equipment to adhere to applicable laws and local frequency guidelines for an additional charge. Fees and costs according to the fulfilment of governmental requirements shall be borne Customer. Customer shall be responsible for all aspects of an event where the Leased Equipment is used and shall obtain all necessary official approvals if required.

20. Term of Lease and Return of Leased Equipment

20.1. The term of the lease contract (the "Lease") is stipulated in the Order confirmation.

20.2. Either party may terminate the Lease with immediate effect only for cause in writing to the respective other party. An event of default (each, an "Event of Default") by Customer occurs, particularly, in the following cases: failure of Customer to pay any monthly instalments within ten (10) days of the monthly instalment due date; any breach or failure of Customer to observe or perform any of its other obligations under the Lease, which shall continue for fifteen (15) days after notice in writing to Customer of the existence of such default; abandonment of the Leased Equipment; dissolution, liquidation, or termination of the business of Customer; insolvency or failure of Customer to pay its debts as they mature in the ordinary course of business; the making of an assignment for the benefit of the creditors of Customer; the filing of a voluntary

petition in bankruptcy by Customer; the filing of a petition or answer by Customer seeking a reorganization, arrangement, composition, readjustment, liquidation, or other relief of the same or different kind under any provisions of the federal bankruptcy laws or any other provisions of the federal bankruptcy laws or any other applicable insolvency law or statute; the adjudication of Customer as a bankrupt or insolvent; the appointment of a trustee, receiver, guardian, conservator or liquidator of Customer with respect to all or substantially all of its property; the filing of an involuntary petition in bankruptcy against Customer, or the filing of a petition against Customer seeking a reorganization arrangement, composition, readjustment, liquidation, or other relief of the same or different kind under any provision of the bankruptcy laws or any applicable insolvency law or statute, and the failure of Customer in good faith to commence promptly and pursue diligently action to dismiss such petition; the taking by any party of the Leased Equipment, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity enforced against Customer; or if, in Company's reasonable opinion, Customer has neglected, abused, or misused the Leased Equipment in any way during the term of the Lease.

20.3. Customer shall return at his own expense the Leased Equipment cleaned, in original condition (except minus reasonable wear and tear) and in the original case in which the Leased Equipment was initially delivered, after the end of the Lease term. The return is only possible during Company's business hours. If Customer does not return the Leased Equipment upon the end of the Lease, Company reserves the right to claim an amount equal to the unpaid balance due and to become due under the Lease. If Customer loses or breaks the Leased Equipment or for any other reason cannot return it to Company upon the end of the Lease, Company will invoice the applicable list price to Customer. In the event the Leased Equipment has no applicable list price, Company will invoice five (5) times the annual Lease amount, as set forth in the Lease.

21. Company's Remedies Upon Event of Default

21.1. Upon the occurrence of any Event of Default, Company may, at its option, in addition to any other remedy or right it has hereunder or by law: declare the entire amount due hereunder immediately due and payable without notice or demand to Customer; recover from Customer an amount equal to the unpaid balance due and to become due under the Lease; cause Customer, at Customer's expense, to return the Leased Equipment to Company, as set forth in Section 20.3. herein, or Company, through its employees, agents or attorneys, may enter upon the premises where the Leased Equipment is located and take immediate possession of the same without demand or legal process, in which case Customer authorizes Company or its agents to enter upon any premises where the Leased Equipment may be found for the purpose of repossessing the same, and Customer specifically waives any right of action it might otherwise have arising out of such entry and repossession, whereupon all rights of Customer in the Leased Equipment shall terminate immediately. No such retaking of possession shall constitute a termination of the Lease unless Company so notifies Customer in writing; terminate the Lease and retain all prior payments of a down payment, if any, and/or the monthly instalments and retake possession of the Leased Equipment as hereinbefore provided; or pursue any other remedy it may have at law or equity.

22. Termination or Cancellation prior to the Commencement of the Lease Term

22.1. Company is not responsible for any external circumstances beyond the Company's responsible control that could make the implementation of the Lease difficult or even impossible, including, but not limited to, any force majeure. Subject to Section 15 (force majeure) Customer may only terminate the Lease if Company caused the circumstance making Customer's use of the Leased Equipment as set forth in the Lease impossible ("Cancellation"). Cancellation shall be precluded after commencement of the Lease period.

22.2. In case the parties have agreed to an explicit right of Cancellation, Customer shall pay the following lump sums (unless otherwise agreed upon in the Order confirmation), whereby Customer shall have the right to prove that Company has incurred no or less damage than the lump sums, as set forth below. In the event of the parties agreed in the Lease to a right of Cancellation, the price owed by the Customer for the calculation of the lump sums (in the absence of deviating provisions in the Order confirmation) shall include all components of the Order price such as lease price and services or work (e.g. for preparation of the Leased Equipment, configuration, installation, etc.) as well as any third-party services already contracted for. Up to three (3) months before the commencement of the Lease term or provision of the services, the obligation to pay the Lease price shall be waived, except for costs and expenses incurred by Company up to this point in time. Between three (3) months and one (1) month before the commencement of the Lease term, 50 percent (50%) of the originally agreed Lease price must be paid by Customer. Between one (1) month and ten (10) days before the commencement of the Lease term, 80 percent (80%) of the originally agreed Lease price must be paid by Customer. From ten (10) days before the commencement of the Lease period, a Cancellation by Customer is in any case precluded and the full Lease price must be paid. Company shall make reasonable efforts to reduce the price to be paid by Customer in the cases specified in this section. Therefore, Company shall attempt, to the extent possible and commercially reasonable, to terminate contracts with third parties and to use the Leased Equipment/Services already ordered or prepared or which can no longer be cancelled or be used for other events or other Customers.

23. Condition of the Leased Equipment

23.1. Customer shall immediately, but in any event no later than two (2) business days following delivery of the Leased Equipment, inspect the Leased Equipment for

conformity and visible defects. Customer shall give Company immediate written notice of any non-conformities or visible defects regarding the Leased Equipment. If Customer fails to provide Company within two (2) business days following delivery of the Leased Equipment with notice of any non-conformities or visible defects, any warranty claims in this regard shall be deemed waived.

24. Warranty in Connection with Leased Equipment

24.1. If a defect in the Leased Equipment becomes apparent beyond the inspection period stated in Section 23.1, Customer must notify Company immediately in writing. In any case, obvious or non-visible defects must be reported in writing within two (2) business days from the time of discovery. If Customer fails to properly report defects, Company's liability for defects not reported, not reported in time, or not reported properly is excluded and any warranty claims shall be deemed waived. The "Warranty Period" begins on the date the Leased Equipment is delivered to Customer and continues for the term of the Lease. Unless otherwise specified in this Section 24, Sections 8-13 expressly apply to the Leased Equipment in addition to the terms in this Section 24. Notwithstanding the above, in lieu of "Purchase Price," the agreed upon Order price, as set forth in the Lease, shall apply.

25. Use and Compliance with Applicable Laws

25.1 Customer shall use the Leased Equipment in a careful and proper manner until the end of the term of the Lease. Customer shall not use the Leased Equipment in violation of any foreign, federal, state, territorial, or municipal law or regulation, including any export control or U.S. sanction laws and shall be solely responsible for any fines, penalties, or forfeitures occasioned by any violation thereof while using the Leased Equipment until the end of the term. Nothing herein shall authorize Customer or any other person to operate the Leased Equipment, or to incur any liability or obligation, on behalf of Company.

26. Risk of Loss

26.1. Customer hereby assumes and shall bear the entire risk of loss, theft, destruction, and damage to the Leased Equipment from the delivery of the Leased Equipment (FCA Santa Clarita, California (Incoterms 2020)) on and while in its possession, from any cause whatsoever. Occurrence of any such loss or damage shall not relieve Customer of any obligation imposed under the Lease.

27. Insurance

27.1. Customer shall secure and maintain in effect throughout the term hereof insurance covering the Leased Equipment and insuring the Leased Equipment against all risk of loss or damage from every cause whatsoever for not less than the full replacement value thereof as determined by Company. All insurance shall be in the form and amounts and with companies approved by Company and shall name Company as an additional insured. Customer shall pay the premium therefor and shall deliver said policies, or duplicates thereof, to Company. Each insurer shall agree, by endorsement on the policy issued by it or by independent instrument furnished to Company, that it will give Company thirty (30) days written notice before the policy in question shall be altered or cancelled.

28. Taxes

28.1. During the term of the Lease Customer shall keep the Leased Equipment free and clear of all levies, liens, and encumbrances and shall pay any and all taxes, assessments, license fees, registration fees, and similar charges on or relating to the Leased Equipment, including without limitation, any and all sales taxes, use taxes, excise taxes, personal property taxes, assessments and other governmental fees and charges on or relating to the Leased Equipment, including all such taxes, assessments, fees, and charges upon Company by reason of the ownership of the Leased Equipment, and all such taxes, assessments, fees, and charges on the use, shipment, transportation, delivery, or operation of the Leased Equipment excepting, however, federal, provincial, state, municipal and local net income taxes.

28.2. In the event Customer fails to secure and maintain adequate insurance coverage, or to pay taxes, assessments, licenses, fees, or other similar charges, all as hereinabove specified, Company may, at its option, effect such insurance, or pay such taxes, assessments, licenses, fees, or other similar charges, as the case may be. In such event, the cost thereof shall be payable by Customer to Company as additional payment with the next installment.

29. Indemnification

29.1. Customer agrees as part of the consideration for the Lease, to indemnify and hold harmless Company and its successors and assigns from and against any and all loss, damage, claims, demands and liability of every nature, including reasonable attorney's fees, arising directly or indirectly from or in connection with Customer's possession, use or operation of the Leased Equipment, including actions or claims for negligence or strict liability in tort but excluding losses, damages, claims, demands, or liabilities arising out of Company's intentional or grossly negligent acts.