

1. Priority of Terms and Conditions. Unless otherwise agreed to in writing by Outdoor Wireless Networks LLC, d.b.a. Comsearch ("Seller"), the following terms and conditions are part of Seller's quotation and shall govern any resulting order for Seller's goods and/or services (collectively, the "Products") placed by the individual or entity identified on the applicable purchase order, or, if different, on Seller's quotation, order acknowledgment, or confirmation ("Buyer"). An order is valid only when accepted by Seller in writing. No term or condition stated in any Buyer solicitation, purchase order, or contract shall become part of an order or shall otherwise be binding on Seller. Seller's failure to object to any term or condition contained in any communication from Buyer shall not be construed as Seller's consent to such term or condition, nor shall it be deemed a waiver by Seller of any term or condition set forth herein. Seller reserves the right, in its sole discretion, not to accept any purchase order, including any purchase order issued in connection with a quotation provided by Seller.

2. Commercial Contract. All sales of Products are made in strict accordance with these terms and conditions, and shall not be subject to the procurement regulations of the United States Government or of any state, local or foreign government, unless agreed to in writing by Seller.

3. Quotation, Prices and Taxes. Unless otherwise agreed to in writing by Seller, quotations are valid for a period of 30 days. Unless otherwise specified in the quotation, prices do not include Seller's occupation, sales, use, privilege, value-added tax, excise or any other tax (except for gross income tax), duty, tariff or assessment which may arise from the sale of the Products quoted, and Buyer will pay any such amounts arising from the sale of Products. A request for exemption from any such tax, duty or assessment must be accompanied by a properly executed exemption certificate prior to shipment.

4. Terms of Payment. Payment for Products delivered and/or provided within the United States is due within 30 days from the invoice date, unless otherwise specified by Seller. Products delivered and/or provided outside of the United States shall be paid by an irrevocable letter of credit or by cash in advance. Orders accepted on other terms shall be due in strict accordance with the terms quoted by Seller. Past due payments are subject to a service charge of 1.5% per month (18% annual) on the unpaid balance, or the maximum legal rate permitted by state law, whichever is lower. Seller reserves the right, in its sole discretion, to reject Buyer purchase orders or withhold shipment of Buyer orders if Buyer's account is in arrears. Buyer is responsible to Seller for all reasonable attorney fees, court costs, and/or collection agency fees should Buyer default on payment. Buyer acknowledges that Seller retains full security interest in all Products until Buyer renders payment in full and upon request, agrees to execute any documents necessary to perfect Seller's security interest.

5. Delivery. Seller shall make every reasonable effort to meet Buyer's requested delivery and performance dates, but Seller will not guarantee any such date, and Seller shall not be liable for any damages arising from a delay in shipment or performance.

6. Force Majeure. Seller shall not be liable for delays due to causes beyond its control, including, but not limited to, acts of God, acts of the public enemy, acts of the government, acts of the Buyer, Buyer's employees, agents, or subcontractors, fires, floods, strikes, freight embargoes, unusually severe weather conditions, inadequate transportation facilities, or any cause whatsoever beyond the control and without the fault or negligence of Seller, its suppliers or subcontractors, whether similar to or dissimilar from the causes herein enumerated. In the event of any such delay, Seller shall be given a reasonable extension of time within which to complete performance.

7. Final Acceptance. Buyer's express acceptance of the Products, or Buyer's possession, use, or beneficial use of the Products for more than 30 days after delivery or performance, shall constitute final acceptance and, except as provided in Seller's warranty below, shall waive all Buyer claims of nonconformity of the Products.

8. Warranty. Seller warrants that its services shall be performed in a workmanlike manner, and that for a period of one year from the date of performance of the services, such services will be free from defects in workmanship. Buyer's exclusive remedy hereunder for defective goods is limited to Seller's repair or replacement (either at its facility or at such other place as may be agreed upon between Seller and Buyer) of such defective goods at no cost to Buyer. Buyer's exclusive remedy hereunder for defective services is limited to Seller reperforming the defective services at no cost to Buyer. The foregoing warranties are made only to Buyer. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN AS STATED ABOVE. EXPRESSLY EXCLUDED ARE ANY WARRANTIES OF NONINFRINGEMENT AND/OR THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING SHALL CONSTITUTE ALL OF SELLER'S LIABILITY UNDER THIS WARRANTY WITH RESPECT TO THE PRODUCTS. No representative is authorized to give any additional warranties on Seller's behalf, or to assume for Seller any other liability in connection with the Products.

9. LIMITATION OF LIABILITY. To the maximum extent permitted by law, Seller's aggregate liability to Buyer shall be limited to the amount paid by Buyer

for the Products giving rise to the claim. SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY EXEMPLARY, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM ANY ACTION FOR BREACH OF CONTRACT, BREACH OF WARRANTY, OR FOR ANY ACTION BASED ON THE TORTIOUS ACTS OR OMISSIONS OF SELLER. BUYER ACKNOWLEDGES THAT SUCH LACK OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, LOSS OF ACTUAL OR ANTICIPATED REVENUE OR PROFITS, LOSS OF ACTUAL OR ANTICIPATED VALUE OF THE BUSINESS TO BUYER, OR DAMAGE TO THE BUSINESS REPUTATION OR GOODWILL OF BUYER.

10. Patent Infringement Assurance. Seller shall, at its own expense, settle or defend any claim, suit or action, which may be brought against Buyer by a third party for infringement of United States patents arising out of Buyer's use of any Products. Seller shall pay any final judgment for damages and costs which may be awarded against Buyer, provided that Buyer promptly notifies Seller of any such claim, suit or action, and affords Seller complete control of such settlement or defense, and that Buyer provides Seller with all available information regarding such claim, suit or action. Seller may, at its own expense, elect to procure for Buyer, the right to continue using the allegedly infringing Products, replace the Products with non-infringing Products, modify the Products so that the Products become non-infringing, or remove the Products and refund to Buyer the purchase price applicable thereto. This paragraph shall not apply to any claim of patent infringement arising out of any feature incorporated into the Products at the request of Buyer or from the use of the Products for purposes other than as intended by Seller. In no event shall Seller's total liability to Buyer under the provisions of this article 9 exceed the aggregate sum paid to Seller by Buyer for the allegedly infringing Products. The foregoing states Buyer's exclusive rights with respect to any claim of patent infringement.

11. Confidential Information. Buyer will not disclose any confidential or proprietary information of Seller, including, without limitation, any information regarding pricing of Products or the other terms and conditions of sale of Products to Buyer. In addition, Buyer will not use any of Seller's trademarks, service marks, or trade names without the express written consent of Seller.

12. Assignment. Seller reserves the right to assign, delegate, or subcontract any order, in whole or in part, to its subsidiaries or affiliates without the prior consent of Buyer. Seller's subsidiaries and affiliates shall be entitled to assert their rights against Buyer.

13. Governing Law. This agreement shall be governed in accordance with the substantive laws of the State of North Carolina, including the Uniform Commercial Code as adopted in the State of North Carolina, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. **BUYER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT LOCATED WITHIN CATAWBA COUNTY, NORTH CAROLINA, OR ANY FEDERAL COURT LOCATED IN THE WESTERN DISTRICT OF NORTH CAROLINA.**

14. Change Orders; Cancellation. Change orders must be in writing and no change shall be made pursuant to this clause unless agreed to in writing and signed by duly authorized representatives of Seller and Buyer. If any such change causes an increase or decrease in the cost or the time required for the performance of any part of the work to be performed, an equitable adjustment shall be made in the contract price and schedule. Seller shall have no obligation to commence any extra or changed work without the mutual written agreement of Seller and Buyer as to adjustments to the contract price and delivery schedules affected thereby. Buyer may cancel a purchase order only with Seller's express written consent. All sales are final; no returns will be accepted by Seller without a written authorization to return materials signed by Seller.

15. Compliance with Laws. Buyer will comply with all applicable laws affecting the purchase and use of the Products, including, without limitation, any applicable export laws. Buyer shall neither directly nor indirectly pay or offer, promise, give, or authorize to pay money or anything of value to any employee or official of a government or instrumentality or department thereof, to any political party or candidate for political office, to any employees or officials of public international organizations, or to any other person with the knowledge or belief that such money or item of value will be passed on to one of the above to influence any act or decision by such person or by any governmental body for the purpose of obtaining, retaining, or directing business or to otherwise obtain an improper advantage. On request, Buyer will furnish to Seller a certificate of compliance with this undertaking.

16. Termination. In the event Buyer fails to render payment on any invoice or Buyer's account is in arrears, or Buyer becomes insolvent, enters into bankruptcy, or has a receiver appointed to protect its assets, Seller shall have the right without prejudice to any other remedy to immediately terminate any purchase order, stop performance of any services, and stop all shipments to Buyer, including stoppage in transit.