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GENERAL TERMS AND CONDITIONS OF SALE

All Equipment and Services of UHP NETWORKS INC. (“UHP”) are furnished to Purchaser only on the terms and conditions stated in this document (the “T&C”) and in the Quotation to the exclusion of any terms and conditions submitted by Purchaser orally or in writing.

UHP’s performance of any contract is expressly conditioned on Purchaser’s agreement to these T&C. Purchaser’s submission of a purchase order that references the Quotation shall be deemed Purchaser’s offer to purchase the Equipment and Services described in the Quotation and Purchaser’s acceptance of these terms and conditions in their entirety and without alteration or supplementation. These terms and conditions may not be altered, supplemented, or amended, unless they are in writing and duly executed by UHP. In case of discrepancies between the terms of a Quotation and these T&C, the terms of the Quotation shall have precedence.

1. DEFINITIONS

1.1. For the purpose of these T&C, the expressions contained herein shall have the following meaning:

“**Agreement**” shall mean the Quotation, including the present T&C and any attached schedules, as may be amended from time to time in the manner provided herein;

“**Confidential Information**” means any information disclosed hereunder (and all copies thereof) that is confidential to the disclosing party, or its affiliates, if (i) its confidential nature is announced; or (ii) the information so disclosed constitutes data of a type that any reasonable business person would conclude was intended to be treated as confidential. Confidential Information may consist of, but not limited to, specifications, designs, plans, drawings, software, data, prototypes, prices, costs, discounts, or other business, marketing, commercial and/or technical data;

“**Intellectual Property**” means any and all intellectual property rights of UHP, including, without limitation, inventions, patents and/or applications of such, know-how, trade secrets, designs, copyrights (including copyrights in documentation and related object) in relation to the Equipment, neighboring rights, trademarks, service marks, business and UHP names, domain names and other intellectual property rights of a similar kind in any part of the world whether registered or not, including applications for the registration of such rights in relation to the Equipment;

“**Price**” shall mean the prices indicated in the Quotation for the Equipment and Services

“**Equipment**” shall mean the products and equipment described in the Quotation, including without limitation, the components, hardware, software, documentation, and other goods provided for therein;

“**Purchaser**” shall mean the person or persons identified as such in the Quotation;

“**Quotation**” shall mean the proposal for goods and services to which these T&C are attached; and

“**Services**” shall mean UHP’s services described in the Quotation.

2. AGREEMENT

2.1. The Quotation, provided it is accepted within the delay indicated in the Quotation, shall constitute, with these T&C, the entire agreement between the parties.

3. QUOTATIONS, PRICES AND PAYMENTS

3.1. The Price for the Equipment and Services as set forth in the Quotation are firm for the period, and expire on the date, set forth in the Quotation. The Purchaser will pay all invoices based on payment terms indicated in the Quotation and any late payment is subject to an interest rate of 15% per year, calculated daily.

3.2. Purchaser’s order will become a firm order upon UHP’s receipt and acceptance of a purchase order that references the Quotation. UHP’s acceptance of Purchaser’s orders and down-payment, as well as UHP’s performance thereunder, are expressly conditioned upon Purchaser’s compliance with all applicable statutes, codes, and regulations affecting the Equipment and Services.

3.3. Unless expressly indicated otherwise in the Quotation, the Price does not include, and Purchaser shall be responsible for, (i) any and all taxes incurred on the sale of the Equipment and Services (including without limitation all taxes based on gross receipts, e.g., sales, use, excise, value-added, stamp, transaction, or similar taxes); and (ii) all costs incurred for governmental approvals or permits required for the purchase, installation, and use of the Equipment at the installation site.

4. DELIVERY, TITLE AND RISKS DELIVERY

4.1. Unless otherwise indicated in the Quotation, Purchaser shall bear the cost of transportation, customs, warehousing and delivery of the Equipment to the location(s) indicated by Purchaser, and be responsible for, and assume, all risks of loss associated with the transportation and delivery of the



Equipment, to the complete exoneration of UHP. Shipment will be Ex-Works UHP's premises (Incoterms 2010). Delivery dates requested by Purchaser are solely for planning purposes and default in timely payment may result in the suspension of delivery.

4.2. Unless otherwise indicated in the Quotation, risk of damage or loss transfer shall be Ex-Works UHP's premises (Incoterms 2010), control shall pass to Purchaser upon delivery and title shall not pass to Purchaser until full, unconditional and final payment.

4.3. The Equipment held by UHP on behalf of Purchaser to meet any forecasted, or spread-out, delivery contained in a Purchase Order are Non-Cancelable / Non-Reschedulable (NCNR) and will be Purchaser's responsibility in the event of any variation or termination of the Agreement.

4.4. If delivery (or commencement of installation) is delayed for reasons beyond UHP's control, UHP may elect to place the Equipment in storage at Purchaser's expense. Storage charges will be invoiced monthly, and Purchaser agrees to pay all such invoices upon receipt.

4.5. The Equipment shall remain at all relevant time personal or movable property even though it may become attached or affixed to real or immovable property and Purchaser agrees not to encumber or suffer a lien upon the Equipment until transfer of title.

5. INSTALLATION

5.1. Except as may otherwise be expressly provided pursuant to the Quotation, Purchaser is solely responsible for preparing its site for installation and will do so according to the specifications supplied by UHP. Purchaser shall provide UHP with full, free, immediate, and unobstructed access to the installation site.

5.2. If any party other than UHP is required to install the Equipment, UHP's obligation for installation will be limited to providing engineering supervision of the installation activities.

5.3. Unless otherwise indicated in the Quotation, the quoted Price includes only the standard installation services. Any additional time required, or delay experienced in the installation stemming from the condition or location of the premises or any utilities, materials supplied or to be supplied by Purchaser, delay in completing site preparation, or any other cause beyond UHP's reasonable control will be at Purchaser's expense.

6. GOVERNMENTAL APPROBATION

6.1. Unless otherwise indicated in the Quotation, Purchaser is responsible for obtaining all government approvals required for the purchase, installation, importation and use of the Equipment. Purchaser will complete all such activities diligently, will keep UHP notified periodically of the results of its efforts, and upon request from time to time, and prior to the

scheduled shipping date for the Equipment, will provide UHP with written confirmation of such approvals.

7. LIMITED WARRANTY

7.1. Unless otherwise specifically agreed in writing, UHP shall, at its sole discretion, replace or repair any part which proves to be defective under normal and proper use (the "Warranty") within 12 months from the date of Equipment shipment (the "Warranty Period"). For purposes of this Agreement the term "defect" shall mean that the Equipment fails to operate or fails to conform to its applicable specifications. Any claim made pursuant to the Warranty shall be asserted or made in writing only by Purchaser, not any of Purchaser's customers or end users. Purchaser shall comply with UHP Standard Return Materials Authorization (RMA) procedure for all Warranty claims.

7.2. This limited Warranty only covers repairs at UHP facilities and does not include Labor or other expenses to repair or reinstall warranted Equipment at Purchaser's premises. The Purchaser shall upon written instruction by UHP remove the defective part from the Equipment and send it on CPT-basis to UHP. UHP shall at its option replace or repair the defective part and return the same to the Purchaser on CPT-basis.

7.3. This limited Warranty is subject to the following conditions upon the Equipment to be (i) installed by authorized UHP representatives, or installed in accordance with all of UHP installation instructions by personnel approved by UHP; (ii) operated only by personnel duly trained in the proper operation of the Equipment; (iii) operated according to all operation manuals and document provided by UHP; and (iv) maintained in strict compliance with all recommended and scheduled maintenance instructions provided by UHP.

7.4. **Software Updates.** The Software provided with the Equipment will be the latest commercially distributed version of the standard Software that is available as of the date of the Quotation.

7.5. **Warranty Service.** When Warranty service is scheduled or requested, Purchaser will give UHP service personnel full, free, and unobstructed access to the Equipment and to Purchaser's operation, performance, and maintenance records for the Equipment. Purchaser will be ineligible for Warranty service if it does not provide such access.

7.6. This Warranty does not include items which are consumed through normal use of the Equipment and coverage does not include any defect or performance deficiency which is the direct or indirect result of (i) accident, abuse or misuse; (ii) operation of the Equipment outside of specified environmental, electrical, or performance requirements, conditions, capabilities, or standards; (iii) power fluctuation or failure; (iv) vandalism or any other damage or alteration of the Equipment by persons other than UHP employees, designated representatives or Purchaser



employees trained by UHP and under the direction of UHP; (v) combination of incompatible components; (vi) fires, floods, and other natural causes; (vii) inadequate humidity or temperature control; or (viii) damage, neglect, alteration, or any impairment of the Equipment resulting from (a) causes or conditions not associated with ordinary storage, handling, installation, maintenance, service, or use, or (b) maintenance or service by any party other than UHP or its designated representative, or (c) any acts, omissions, causes, or events beyond the control of UHP.

7.7. This limited Warranty shall not apply to any Equipment, or parts thereof, that (i) has had the Serial Number, Model Number or other identification markings altered, removed or rendered illegible; (ii) has become defective or inoperative due to its integration or assembly with any equipment not supplied by UHP; (iii) has been repaired, modified or otherwise altered by anyone other than UHP and/or has been subject to the opening of any sealed cabinet boxes or covers without UHP's prior written consent. If any claim by Purchaser falls within any of the foregoing exceptions, Purchaser shall pay UHP its then current rates and charges for such services.

7.8. **Transfer.** This Warranty extends only to the original Purchaser and If Purchaser transfers or relocates the Equipment, all obligations under this Warranty will terminate unless Purchaser receives the prior written consent of UHP for the transfer or relocation. Upon any transfer or relocation of the Equipment, UHP may impose a mandatory inspection and certification by a designated representative to ensure compliance with all technical and performance specifications, and Purchaser will compensate UHP for such inspection services at the then prevailing service rates.

7.9. **Disclaimer.** This Warranty is in lieu of any other expressed or implied warranties, including any implied warranty of merchantability or any implied warranty of fitness for a particular purpose, and any other obligation on the part of UHP. UHP neither assumes (nor has authorized any person to assume for it) any other warranty in connection with the Equipment. UHP assumes no responsibility for the operation and performance of the Equipment when any other ancillary or substituted or interchangeable machinery parts or machinery are used in conjunction with the Equipment, including, but not limited to, any automation or software. Purchaser's sole remedies for breach of such limited warranties are set forth in this section 7, and such remedies are subject to the terms and limitations of sections 11 and 12, below.

8. INTELLECTUAL PROPERTY

8.1. The Intellectual Property shall remain the exclusive property of UHP, and Purchaser: (i) shall have no rights in, or to, the Intellectual Property except as specifically provided therein or in a specific written instruction; and (ii) agrees that it will not register, or attempt to register, the Intellectual Property or otherwise take any actions that would adversely affect UHP's rights in the Intellectual Property.

9. CONFIDENTIALITY

9.1. Each party undertakes to hold the other's Confidential Information in the strictest confidence and protect it from disclosure to or use by third parties through measures, and exercising a degree of care, that are at least as protective as those such parties exercise in safeguarding the confidentiality of its own proprietary information and that constitute not less than a reasonable degree of care under the circumstances.

9.2. Confidential Information may only be disclosed to a party's employees and agents who require access in the performance of their duties and who are subject to written confidentiality obligations to such party that are not less restrictive than those set forth herein.

9.3. Other than as provided in the preceding sentence, each party: (i) undertakes not to disclose Confidential Information to any third parties without the prior written authorization of the other; and (ii) recognizes and agrees that there is no adequate remedy at law for a breach of this section 9, that such a breach causes irreparable harm, and that the affected party is entitled to legal relief (including without limitation injunctive relief) with respect to any such breach or potential breach, in addition to any other remedies available.

10. SOFTWARE LICENCE

10.1. UHP will grant to Purchaser a nonexclusive and non-transferable license to use the software necessary to operate the Equipment (the "**Software**"), subject to the conditions and limitations referenced herein, commencing upon Purchaser's acceptance of the Equipment (the "**License**"). The License fee is included in the Purchase Price.

10.2. The License granted to Purchaser will not include any right to use the Software for purposes other than operation of the Equipment nor does it grant the right to copy, sell, assign, transfer, sublicense or prepare derivative works from the Software for any purpose without the prior written consent of UHP.

10.3. The rights granted to Purchaser shall not affect the exclusive ownership by UHP of the Software or of any trademarks, copyrights, patents, trade secrets, proprietary rights, or other property rights of UHP's or any of third party vendors pertaining to the Software.

10.4. This License is conditioned upon Purchaser maintaining the configuration of the Equipment as it was originally designed and manufactured and using only those subsystems and components certified by UHP in connection with the Equipment. The Software may not perform as intended on systems modified by personnel, other than those modified under the direct supervision of UHP, or on systems which include subsystems or components not certified by UHP. UHP does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.



11. LIMITATION OF LIABILITY

11.1. Neither UHP nor its employee, agent, affiliates, officers and/or directors shall be liable for: (i) special or consequential loss or damages; (ii) punitive damages; (iii) loss of use, whether complete or partial, of the Products or existing facilities of the Purchaser or third parties; (iv) loss of product and/or procurement of substitute goods; (v) loss of revenue, overhead and profit; and/or (vi) loss of any contract that may be suffered by the Purchaser.

11.2. UHP's aggregate liability for any claims shall not exceed the lesser of the following amount: (i) the amount effectively paid for the Equipment by the Purchaser; or (ii) the Purchase Price.

12. INDEMNIFICATION

12.1. With respect to bodily injury to or death of third parties, UHP shall be responsible in such proportion as reflects its relative fault as determined in accordance with applicable law, and Purchaser shall be responsible for all other liability for damages arising from or in any way related to the use or operation of any Equipment by Purchaser, its employees, agents, and other non-UHP's personnel.

12.2. Notwithstanding the foregoing and notwithstanding any fault or neglect attributable to UHP, UHP shall have no responsibility whatsoever for, and Purchaser shall indemnify, defend, and hold UHP harmless from, any and all damages or injury that arises from or relates to: (i) any use, operation, or service of the Equipment by other than UHP's personnel; and/or (ii) any use, operation, or service of the Equipment contrary to written warning or instruction given by UHP with respect to such Equipment, including, but not limited to, unauthorized use and/or modification of Equipment or components thereof.

13. GENERAL PROVISIONS

13.1. **Interpretation.** The headings in this Agreement have been inserted solely for ease of reference and shall not modify, in any manner whatsoever, the meaning or scope of the provisions hereof. Where appropriate, the singular number set forth herein shall be interpreted as the plural number, and the gender shall be interpreted as masculine, feminine or neuter, as the context dictates. The terms "herein," "hereof," "hereunder" and the like shall mean this Agreement in its entirety.

13.2. **Severability.** If all or part of any section, paragraph or provision of this Agreement is held invalid or unenforceable, it shall not have any effect whatsoever on any other section, paragraph or provision of this Agreement, nor on the remainder of the said section, paragraph or provision, unless otherwise expressly provided for in this Agreement.

13.3. **Notices.** Any notice intended for either party shall be deemed to be validly given if it is in writing and is sent by registered or certified mail, by bailiff or by courier service to such party's address as set forth in this Agreement, or to any other address which the party in question may have indicated in writing to the other party.

13.4. **No Waiver.** Under no circumstances shall the failure, negligence or tardiness of a party in the exercise of a right or a recourse provided for in this Agreement be considered to be a waiver of such right or recourse. The waiver of a right shall not be interpreted as the waiver of any other right. All rights set forth in this Agreement shall be cumulative and not alternative.

13.5. **No partnership.** This Agreement does not, nor shall it be construed to, constitute a teaming agreement, joint venture, partnership or any other such agreement and nothing in this Agreement shall grant to either party the right to enter into commitments of any kind for, or on behalf of, the other party without the prior written consent.

13.6. **Force majeure.** UHP will not be held liable for the non-performance of its obligations under the Agreement, or any damages arising out of such non-performance, in the event of force majeure. Force majeure shall include, without limitation, war, civil unrest, strikes, lockouts and other general labour disputes, acts of government, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, or explosions.

13.7. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and permitted assigns. This Agreement, as well as any rights and obligations hereunder, shall not be assigned by any party hereto, either in whole or in part, without the express prior written consent of the other party, any attempt to do so without such consent shall be null and void, and shall be deemed to be a material breach of this Agreement.

13.8. **Amendments.** This Agreement shall not be amended or modified except by another written document duly signed by all the parties.

13.9. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein and the parties consent to and attorn to the exclusive jurisdiction of the courts of the province of Quebec, judicial district of Montreal, for all disputes or disagreements arising pursuant to this Agreement.

13.10. **Elapsed Time.** Whenever one of the parties fails to fulfill an obligation under this Agreement within a stipulated deadline, the mere lapse of time shall constitute a formal notice of default to the said party.