

STANDARD TERMS AND CONDITIONS OF SALE (AGREEMENT)

1. Definitions. The term “ST Engineering iDirect” (“iDirect”) refers to the entity designated on the quote (“Quote”) or purchase order (“Purchase Order”) and its Affiliates (collectively, “ST Engineering iDirect”). The term “Affiliate” means (i) any corporation directly or indirectly controlling, controlled by or under common control with (to the extent of fifty percent (50%) or more of its issued capital stock entitled to vote for the election of directors) a Party to this Agreement or (ii) any partnership, joint venture or other entity directly or indirectly controlling, controlled by, or under common control with (to the extent of fifty percent (50%) or more of voting power or otherwise having the power to control its general activities), a Party to this Agreement, but only for so long as such control shall continue to exist. A complete list of ST Engineering iDirect’s Affiliates are available at <https://www.idirect.net/global-locations/>. The term “Customer” refers to the entity designated on the Quote and/or the Purchase Order that is accepted by ST Engineering iDirect. The term “Documentation” means ST Engineering iDirect’s or a third party’s standard package of text and graphic materials, whether in print or in electronic form, related to the use, support and installation of Products. The term “Agreement” as used herein refers to the terms, conditions and warranties contained in this document. The terms “Product” or “Products” refers collectively to Equipment, Refurbished Equipment, Software and Third-Party Products as described on a Quote, Purchase Order or other offer. The term “Equipment” means the tangible equipment manufactured by ST Engineering iDirect. Equipment specifically excludes any Third-Party Equipment. The term “Software” means the specific ST Engineering iDirect proprietary software, in object code format. Software specifically excludes any Third-Party Software. The term “Support” means an elective program of technical support and/or software upgrades and/or repair services referenced in the Quote and/or Purchase Order and provided by ST Engineering iDirect in accordance with the applicable Documentation. The term “Services” means the professional services referenced in the Quote and/or Purchase Order such as installation, configuration, or training with respect to the Products in accordance with the applicable Documentation. The term “Refurbished Equipment” means any re-manufactured or restored Equipment designated by a “-R” appended to the equivalent Equipment designation set forth in the Quote or ST Engineering iDirect’s Documentation. The term “Third-Party Equipment” means the hardware and equipment manufactured by a third-party. The term “Third-Party Software” means the third-party software application(s) and/or code libraries, which are licensed separately by the third-party manufacturer or developer whether embedded in the Equipment or licensed as optional add-on functionality. The term “Third-Party Products” refers collectively to Third-Party Equipment and Third-Party Software. ST Engineering iDirect and Customer are each a “Party” and, collectively, the “Parties.” Unless a valid master or frame agreement has been previously executed by the Parties, the following terms and conditions shall apply to ST Engineering iDirect’s Quote and/or Customer’s Purchase Order. For the avoidance of doubt, accepting or countersigning of a Purchase Order by ST Engineering iDirect will not be deemed as acceptance of any such additional or conflicting terms with this Agreement.

2. Acceptance. ABSENT A MASTER OR FRAME AGREEMENT BETWEEN THE PARTIES, ST ENGINEERING IDIRECT’S ACCEPTANCE OF CUSTOMER’S PURCHASE ORDER IS SOLELY ACCEPTED ON THE FOLLOWING TERMS AND CONDITIONS OF SALE, WHICH ARE IN LIEU OF ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT OR COMMUNICATION PERTAINING TO CUSTOMER’S ORDER OR THE PRODUCTS. CUSTOMER’S ASSENT TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT SHALL BE CONCLUSIVELY PRESUMED FROM CUSTOMER’S ACCEPTANCE OF ALL OR ANY PART OF THE PRODUCTS OR FROM PAYMENT BY CUSTOMER FOR ALL OR ANY PART OF THE PRODUCTS. NONE OF THESE TERMS AND CONDITIONS MAY BE ADDED TO, MODIFIED, SUPERSEDED OR OTHERWISE ALTERED, EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED EXECUTIVE OF ST ENGINEERING IDIRECT. FAILURE OF ST ENGINEERING IDIRECT TO OBJECT TO ANY TERMS OR CONDITIONS WHICH MAY BE CONTAINED IN ANY DOCUMENT, PURCHASE ORDER OR FORM OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER OF THESE CONDITIONS, NOR AS AN ACCEPTANCE OF ANY SUCH TERMS AND CONDITIONS. PURCHASE ORDERS ACCEPTED BY ST ENGINEERING IDIRECT ARE SUBJECT TO CANCELLATION BY CUSTOMER ONLY UPON THE EXPRESS WRITTEN CONSENT OF ST ENGINEERING IDIRECT. ALL OFFERS AND QUOTES BY ST ENGINEERING IDIRECT ARE NON-BINDING AND SUBJECT TO ST ENGINEERING IDIRECT’S EXPRESS ACCEPTANCE OF A PURCHASE ORDER ISSUED BY CUSTOMER.

3. Payment Terms. Unless otherwise agreed in writing, Customer shall pay invoices thirty (30) days from the date of invoice. All invoices shall be paid in U.S. dollars or the currency referenced in the applicable Quote. Any payments not made within thirty (30) days of the date of the invoice shall be subject to a late payment charge on unpaid amounts equal to the lesser of 1.5% per month (18% per annum) or the maximum rate permitted by law. If Customer fails to make any payment when due to ST Engineering iDirect under this Agreement or any other agreement between the Parties, such failure shall be deemed a material breach of this Agreement and ST Engineering iDirect, in addition to any other rights or remedies that it may have hereunder or under applicable law, shall have the right to suspend its performance of any or all of its obligations under this Agreement in ST Engineering iDirect’s discretion, including but not limited to a suspension of applicable Support and the delivery of Software and/or Third-Party Software, license updates and upgrades, or the suspension of any other Services provided by ST Engineering iDirect, until such time that the payment breach is remedied by the Customer.

4. Taxes. In addition to paying the quoted purchase price, Customer is solely liable for any VAT, excises, levies or taxes which ST Engineering iDirect may be required to pay or collect, under any existing or future law, upon or with respect to the sale, license or transfer, ownership or installation of Products or delivery of Services or Support except for any taxes imposed upon the gross or net income of ST Engineering iDirect and Customer agrees to pay the amount thereof on the same terms as it shall pay the quoted purchase price. To the extent that Customer is required to withhold any portion of any amounts invoiced that are payable to ST Engineering iDirect, in lieu of payment to ST Engineering iDirect, Customer shall (i) properly and timely withhold only that amount that is required to be withheld under local law; (ii) pay the appropriate amount to the applicable taxing authority; and (iii) within ninety (90) days submit to ST Engineering iDirect a receipt or certificate substantiating payment of said withholding amount on behalf of ST Engineering iDirect to the applicable taxing authority. Customer’s failure to timely comply with Section 4(ii) above shall be a material breach of this Agreement and in the event of such material breach, ST Engineering iDirect shall have the immediate right to suspend performance of its obligations under this Agreement, including but not limited to Services and/or Support in accordance with Section 3 above.

5. Warranty. ST Engineering iDirect warrants that the tangible Equipment or Refurbished Equipment manufactured by ST Engineering iDirect shall, during the applicable Warranty Period, materially conform to ST Engineering iDirect’s applicable Documentation in effect on the date of shipment and shall perform free of material defects under normal use and service. The standard warranty is fifteen (15) months from the date of shipment for Equipment and sixty (60) days from shipment for Refurbished Equipment (each, the applicable “Warranty Period”), unless otherwise agreed to by ST Engineering iDirect in writing. The

warranty does not apply to items normally consumed in operation or which have a normal lifetime inherently shorter than the applicable Warranty Period stated above, including without limitation, fuses or lamps. Any defect due to normal wear and tear, caused by transportation or Force Majeure Events or attributable to the Customer’s improper use, neglect, storage, operation, handling, or maintenance of the Equipment or Refurbished Equipment or any part thereof, are excluded from any warranty. Customer may purchase extended warranty where available. ST Engineering iDirect makes no representations or warranties about Third-Party Products, but shall pass through any manufacturer or licensor warranties if permitted. In the event of a warranty claim for ST Engineering iDirect during the applicable Warranty Period, Customer shall notify at <https://support.idirect.net> or email tac@idirect.net with the serial number and description of the problem and steps taken to resolve the issue. Customer agrees to strictly follow ST Engineering iDirect’s standard warranty claim and RMA process. THE FOREGOING WARRANTY IS ST ENGINEERING IDIRECT’S SOLE WARRANTY WITH RESPECT TO THE EQUIPMENT AND REBURNISHED EQUIPMENT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT, ACCURACY, INTEGRATION, AND ALL WARRANTIES ARISING OUT OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED AND, EXCEPT AS EXPRESSLY WARRANTED HEREIN, ALL PRODUCTS ARE OTHERWISE PROVIDED ON AN “AS IS” BASIS. ST ENGINEERING IDIRECT’S LIABILITY FOR BREACH OF WARRANTY HEREUNDER IS LIMITED SOLELY TO THE REPAIR OR REPLACEMENT AT ST ENGINEERING IDIRECT’S OPTION, OF THE DEFECTIVE EQUIPMENT AND REBURNISHED EQUIPMENT. THE FOREGOING SHALL CONSTITUTE THE SOLE REMEDY OF CUSTOMER AND THE SOLE LIABILITY OF ST ENGINEERING IDIRECT UNDER THIS WARRANTY. ST ENGINEERING IDIRECT WILL HAVE NO OBLIGATION WHATSOEVER UNDER THIS AGREEMENT TO MAINTAIN AND/OR SUPPORT ANY THIRD-PARTY PRODUCTS, NOR WILL ST ENGINEERING IDIRECT HAVE ANY LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR THE NATURE OF THE CLAIMED OR ALLEGED DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR LOSS OF PROFITS OR LOSS OF REVENUE, FOR ANY CLAIM ARISING FROM OR RELATED TO CUSTOMER’S USE OR DISTRIBUTION OF THE THIRD-PARTY PRODUCTS, AND ST ENGINEERING IDIRECT DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY AND ALL SUCH THIRD-PARTY PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND/OR NON-INTERFERENCE.

6. Packing and Shipping. All shipments of Products purchased or licensed pursuant to this Agreement shall be made, (i) if Customer elects to use its own freight forwarder, FCA ST Engineering iDirect’s designated facility, (ii) if Customer does not make an election or elects to use ST Engineering iDirect’s designated freight forwarder, CPT foreign air or ocean port of arrival or (iii) EX WORKS ST Engineering iDirect’s designated facility (as defined in Incoterms 2020). All Equipment, Refurbished Equipment and Third Party Equipment shall be packaged for shipment in accordance with ST Engineering iDirect’s or applicable third-party’s standard practices. All loading, transportation, shipping, and related insurance costs shall be paid by Customer. ST Engineering iDirect may prepay the shipping charges to the air or ocean port of arrival and invoice the Customer for those costs. The risk of loss or damage to the shipment while in-transit shall pass to Customer upon the Equipment, Refurbish Equipment or Third Party Equipment being loaded for shipment at ST Engineering iDirect’s or third party’s designated facility. Ownership of and title to purchased Equipment, Refurbished Equipment and Third Party Equipment shall pass to Customer, as applicable, upon transfer by ST Engineering iDirect or third party to the carrier for shipment to Customer or EX WORKS ST Engineering iDirect’s designated facility, as applicable. Scheduled dates of delivery are determined from the date of ST Engineering iDirect’s acceptance of a Purchase Order placed by Customer and are estimates of approximate dates of delivery, not a guarantee of a particular date of delivery. ST Engineering iDirect shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, insurrection, riot, epidemic, pandemic or other causes beyond the reasonable control of ST Engineering iDirect (each a “Force Majeure Event”). Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

7. Software License. ST Engineering iDirect grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable (unless otherwise indicated herein) right and license to use any Software sold and/or delivered by ST Engineering iDirect pursuant to this Agreement, solely as embedded upon the particular Equipment or Refurbished Equipment on which it is installed, and solely for the operation of a communications network owned or under the control of Customer in accordance with the applicable Documentation (including without limitation any active, documented agreement between the Parties). ST Engineering iDirect and its licensors retain all right title and interest in and to the intellectual property rights in the Products and all other intellectual property provided under Agreement. This Agreement shall not be construed to convey or transfer any ownership or proprietary interest in any intellectual property rights in the Products to Customer or any other party, except as expressly licensed herein. There are no licenses by implication hereunder and ST Engineering iDirect or its licensors reserve all rights not expressly granted to Customer herein. Customer shall not, and shall not allow any third-party to, directly or indirectly: (i) modify, translate, or create any derivative works of, or base any derivative works on any Software or Third-Party Software, except as expressly authorized by ST Engineering iDirect in writing; (ii) delete, alter, add to, or fail to reproduce any ST Engineering iDirect or third party trademark, copyright or other proprietary notice of ST Engineering iDirect or licensor appearing in and on any Products; (iii) reverse assemble, decompile, reverse engineer or otherwise attempt to derive source code or object code or the underlying ideas, algorithms, structure or organization of any Software or Third-Party Software or components thereof, except to the extent that this provision is expressly prohibited by applicable statutory law; (iv) disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to such Software or Third-Party Software; (v) use the Software or Third-Party Software on any Equipment, Refurbished Equipment or Third-Party Equipment other than the specific ST Engineering iDirect Equipment, Refurbished Equipment or Third-Party Equipment on which it was provided by ST Engineering iDirect; or (vi) reproduce or copy Software or Third-Party Software in whole or in part, except as expressly authorized in writing by ST Engineering iDirect. ST Engineering iDirect may deliver certain Third-Party Software applications and/or code together with the Equipment, Refurbished Equipment or Third-Party Equipment. Such Third-Party Software is not licensed pursuant to the provisions set forth above and Customer shall have only such rights and/or licenses, if any, to use such Third-Party Software as granted by the Third-Party Software licensor or developer. ST Engineering iDirect will have no obligation to Customer under this or any other Agreement to maintain and/or support any such Third-Party Software.

8. Support. To the extent that Support is provided to Customer, the terms and conditions of support shall be

provided according to the applicable support service plan and pursuant to a signed written support agreement between ST Engineering iDirect and Customer. All Products, Service and Support are subject to discontinuance pursuant to ST Engineering's Product Support Life Cycle Policy set forth at <https://www.idirect.net/policies/>.

9. Indemnification. (a) Customer agrees to indemnify, hold harmless, and, at ST Engineering iDirect's option, defend ST Engineering iDirect from any claims, demands, liabilities, costs, expenses or judgments arising in whole or in part, directly or indirectly, out of any claim or allegation by a third-party involving (i) patent or intellectual property infringement arising from combining or using the Equipment, Refurbished Equipment or Software in connection with facilities, services or equipment furnished by others; or (ii) failure to obtain, maintain, comply with and renew all required certifications, licenses and homologations (now existing or hereafter enacted or created) as required by this Agreement. This indemnification shall include all costs, attorneys' fees and other expenses paid or incurred by or imposed upon ST Engineering iDirect in connection with the defense of any such claim. (b) ST Engineering iDirect shall defend, indemnify and hold Customer harmless against any costs, claims, damages or expenses incurred (and reasonable attorneys' fees in connection therewith), as well as amounts finally awarded in a settlement or by a final order of a court arising from any claim or allegation by a third-party that use or distribution of ST Engineering iDirect's Equipment, Refurbished Equipment or Software constitute infringement or misappropriation of a valid USA or European Union, as applicable, patent issued prior to the date of the applicable Purchase Order, or any valid USA or European Union copyright, as applicable, issued prior to the date of the applicable Purchase Order. If in ST Engineering iDirect's opinion, any Equipment, Refurbished Equipment or Software is likely to become the subject of an injunction preventing use, sublicensing or distribution, ST Engineering iDirect may, at its option, (i) procure for Customer the right to continue using such Equipment, Refurbished Equipment or Software, (ii) replace or modify such Equipment, Refurbished Equipment or Software so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not commercially reasonable in ST Engineering iDirect's sole opinion, then (iii) terminate this Agreement and the Customer's right to continue using such Equipment, Refurbished Equipment or Software, require the return of all allegedly infringing Equipment, Refurbished Equipment or Software, and refund to Customer a portion of the amounts paid by Customer in respect of such Equipment, Refurbished Equipment or Software depreciated on a straight-line basis over two (2) years from the date of original shipment or delivery to Customer. The foregoing obligations of ST Engineering iDirect shall not apply with respect to third-party claims or allegations of infringement that arise in whole or in part in connection with or as a result of: (A) any modifications of Equipment, Refurbished Equipment or Software not made by or behalf of ST Engineering iDirect; (B) any bundling combination, or integration of Equipment, Refurbished Equipment or Software with any non-ST Engineering iDirect Equipment, Refurbished Equipment or Software, processes, software, hardware or materials, if the applicable infringement claim would have been wholly avoided absent such bundling, combination or integration; (C) Customer continuing the allegedly infringing activity after ST Engineering iDirect has provided Customer with modifications that would have avoided the alleged infringement; (D) Customer's use of Equipment, Refurbished Equipment or Software is incident to an infringement not resulting primarily from the Equipment, Refurbished Equipment or Software; (E) infringement or misappropriation of any intellectual property in which Customer has an ownership or other interest; or (F) use, maintenance testing, or combination of any Equipment, Refurbished Equipment or Software other than in accordance with both the applicable ST Engineering iDirect Documentation and requirements of the Agreement.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR OBLIGATIONS ARISING UNDER SECTION 9 (INDEMNIFICATION), BREACHES OF SECTION 11 (CONFIDENTIALITY) OR SECTION 14 (CORRUPT PRACTICES), OR BODILY INJURY OR DEATH OF A PERSON ARISING FROM WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, OR FRAUD OR FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY LAW, NEITHER ST ENGINEERING IDIRECT NOR ITS SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF ANY QUOTE, PURCHASE ORDER OR THIS AGREEMENT UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE, LOSS OR CORRUPTION OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS OR LOSS OF REVENUE; (C) FOR ANY MATTER BEYOND ST ENGINEERING IDIRECT'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED AMOUNTS PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE PURCHASE ORDER ISSUED PURSUANT TO THIS AGREEMENT; IN EACH CASE EVEN IF ST ENGINEERING IDIRECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

11. Confidentiality. Each Party undertakes that it shall not at any time, disclose to any third-party any confidential information concerning this Agreement, Purchase Order, Quote, business, affairs, customers, clients or suppliers of the other Party or of any member or Affiliate of the group of companies to which the other Party belongs. No Party shall use any other Party's confidential information for any purpose other than to perform its obligations under this Agreement.

12. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, USA, and the jurisdictional venue is the state or federal courts located in the City of Alexandria or Fairfax County, or Belgium and the jurisdictional venue is the courts of Antwerp, Belgium, or England and Wales and the jurisdictional venue is the courts of London; or Singapore and the jurisdictional venue is the courts of Singapore based on the applicable jurisdiction of the ST Engineering iDirect entity issuing the acceptance of the applicable Customer Purchase Order under this Agreement, without regard to, or application of, rules or principles regarding conflicts of law or the United Nations Convention on Contracts for the International Sale of Goods. Notwithstanding the foregoing, either Party may seek injunctive relief from any court of competent jurisdiction. In any action or proceeding to enforce rights under this Agreement brought in the Commonwealth of Virginia (i) the prevailing Party shall be entitled to recover costs and attorneys' fees, and (ii) TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT AND THAT OTHERWISE RELATES TO THIS AGREEMENT

13. Export Controls. Customer shall comply with and shall, at ST Engineering iDirect's request, demonstrate compliance with all applicable export laws, restrictions, and regulations of the United States of America, European Union, United Kingdom or foreign agency or authority, as applicable. Customer shall not export or re-export, or allow the export or re-export of any product, technology or information it obtains pursuant to this Agreement (or any direct product thereof) in violation of any such laws, embargoes, restrictions or regulations.

14. Corrupt Practices. Customer warrants that it shall comply with all applicable foreign or domestic anti-bribery and/or anti-corruption laws, regulations and legislative and/or regulatory requirements, as amended from time to time, including but not limited to the US Foreign Corrupt Practices Act 1977, the Bribery Act 2010 of the United Kingdom, and/or any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the "Anti-Corruption Laws"), and it shall not directly or indirectly, pay, offer, promise to pay or authorize the payment of, any monies or financial or other advantage in violation of Anti-Corruption Laws. Customer shall indemnify ST Engineering iDirect from any failure to comply with, or violation of, this Section 14 by Customer.

15. Miscellaneous. This Agreement shall be interpreted and construed in the English language, which is the language of the official text of this Agreement. The covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. There are no third-party beneficiaries under this Agreement. Customer may not assign this Agreement or any Purchase Order, and any attempted or purported assignment shall be null and void ab initio. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement. No waiver by either Party of any breach shall be effective unless expressly set forth in writing and signed by the Party against whom enforcement is sought. All notices related to this Agreement, including notices of default, breach, or termination, must be delivered in English to the address specified in the relevant Customer Purchase Order or ST Engineering iDirect invoice by courier, by certified or registered mail (postage prepaid and return receipt requested), or by an internationally recognized express courier service. A notice shall be considered given when delivered or proper delivery is refused. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

16. Term and Termination.

16.1 Term. Unless terminated earlier, this Agreement shall have a term extending to the completion of the Warranty Period(s) as applicable to the relevant Purchase Order or Quote ("Term").

16.2 Termination. ST Engineering iDirect may terminate this Agreement and any associated Purchase Order immediately upon the occurrence of any of the following events: (a) Customer materially breaches any material provision of this Agreement, or any other agreement between the Parties and fails to cure such breach within thirty (30) days (ten (10) days in the case of Section 3 and Section 4(iii) above) after receipt of written notice describing the breach; or (b) Customer seeks protection under bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other and not dismissed within sixty (60) days.

16.3 Effects of Termination or Expiration. Upon termination or expiration of this Agreement and any associated Purchase Order all accrued rights to payment and Sections 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, shall survive such termination or expiration.

17. Special Provisions for Resellers. If Customer resells Products, Support, and/or Services (making Customer a "Reseller" and a "Customer"), in addition to Sections 1 through 16 herein, the following provisions shall apply to Customer: (a) ST Engineering iDirect appoints Reseller as a non-exclusive reseller to a person(s) or entity (ies) that places an order with Reseller (each an "End User") that corresponds to the applicable Purchase Order under this Agreement and Reseller agrees to act in that capacity subject to this Agreement; (b) Reseller does not have the right to appoint sub-resellers or sub-distributors and Reseller shall not distribute Products, Support, and/or Services indirectly through other third-parties; (c) ST Engineering iDirect grants to Reseller a non-transferable, non-exclusive, revocable right to use, sub-license, market and support the Products, to the extent necessary for Reseller to perform its obligations under this Agreement; (d) ST Engineering iDirect grants to Reseller a non-exclusive, limited license to use the ST Engineering iDirect logo and name solely in connection with activities authorized by this Agreement and in strict accordance with ST Engineering iDirect's written trademark usage guidelines available upon request or found at <https://www.idirect.net/resources/logo-and-trademark-guidelines/>; (e) Reseller shall pass through to its End Users the terms and conditions of the ST Engineering iDirect End User License Agreement available upon request by email at tac@idirect.net and which is hereby incorporated into the terms of this Agreement; (f) Reseller agrees and warrants that it shall: (i) comply with all applicable laws (including but not limited to policies and laws related to certification, homologation, licensing, and data privacy) in connection with the performance of its obligations pursuant to this Agreement; (ii) perform its obligations and conduct its business in a manner that reflects favorably upon ST Engineering iDirect and the Products, Support, and/or Services; (iii) refrain from engaging in any illegal, unfair, misleading or deceptive trade practices, unethical business practices, and making any representation or warranty inconsistent with the specifications provided by ST Engineering iDirect; and (iv) keep full and accurate books and records of all payments made in respect of any Products, Support, and/or Services supplied by ST Engineering iDirect, and to make all such books and records available to ST Engineering iDirect's duly authorized representatives as deemed necessary by ST Engineering iDirect to verify the Reseller's compliance with this Agreement; and (g) Reseller shall indemnify, defend and hold ST Engineering iDirect, (and its officers, directors, employees, members, agents and affiliates) harmless from and against any and all costs, liabilities, losses and expenses, including, but not limited to, reasonable attorneys' fees resulting from or arising out of any claim, suit, action, arbitration or proceeding brought by a third-party End User relating to: (i) a breach or alleged breach by Reseller of any of its representations, warranties, covenants or obligations hereunder or pursuant to any of its agreements with an End User; (ii) infringement or misappropriation of any intellectual property rights by Reseller; (iii) any negligence or willful misconduct of Reseller or its representatives; or (iv) any other claim related to Reseller's performance under this Agreement.