

PURCHASE ORDER TERMS AND CONDITIONS

1. **Order And Acceptance.** Unless superseded by an executed Supply Terms and Conditions or other signed agreement between the parties, these Purchase Order Terms and Conditions ("**Terms and Conditions**") are a part of, and govern, all purchases by CellPoint Corporation ("**CellPoint**") from you ("**you**" or "**Seller**") of equipment, materials and/or services (collectively, "**Products**") specifically described in the purchase order to which these terms and conditions are attached or apply ("**Purchase Order**"), and supersede any terms and conditions in any of Seller's documents. You may accept or confirm orders using your form documents; provided, however, that no terms or conditions therein shall apply. If any form document you submit to CellPoint constitutes an offer of sale or acceptance of an offer to purchase Products from you, these Terms and Conditions shall govern the resulting contract. Any offer by CellPoint to purchase Products from you is expressly conditioned upon your acceptance of these Terms and Conditions and the additional terms set forth by CellPoint in such offer. YOU ARE HEREBY NOTIFIED THAT CELLPOINT OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN ANY ACCEPTANCE OR ANY OFFER MADE BY YOU. CellPoint shall not be deemed to have waived this provision if it fails to object to the conditions appearing in, incorporated by reference, or attached to any Seller's document. Seller's shipment or provision of the Products called for in the Purchase Order shall constitute Seller's acceptance of these Terms and Conditions.
2. **Price.** Unless otherwise stated, prices include all sales, use, excise and similar taxes applicable to the Products and all such taxes and charges shall be shown separately on Seller's invoice. Products shall not be invoiced at higher prices than last quoted or charged without CellPoint's written consent. If before completing performance hereunder Seller shall sell or provide any products of the kinds and quantities and with comparable specifications as Products to any other customer at a price that is lower than the price in effect hereunder, the price hereunder shall be reduced to such lower price. If CellPoint notifies Seller that Products are ordered by CellPoint under a U.S. government contract, Seller agrees that federal law applicable to CellPoint as a government contractor is accepted and binding on Seller insofar as required by law or the provisions of the government contract.
3. **Payment; Invoices.** Unless otherwise specified by CellPoint, Seller shall issue a separate invoice for each shipment of Products and only after Products are delivered or performed. No payment will be made by CellPoint prior to receipt of Products, a current invoice therefor, appropriate shipping documents and any related manuals, drawings and instructions ("**Product Documents**"). Final payment shall not be made until Products meets all requirements of these Terms and Conditions. CellPoint shall make payment in accordance with the payment terms set forth in the Purchase Order, or if none, those in Seller's invoice; provided, that in no event shall CellPoint be required to make payment earlier than 30 days after receipt of all Product Documents. CellPoint may withhold payment of any amounts that are disputed in good faith by CellPoint. CellPoint may set off any amount owing from Seller to CellPoint against any amount payable by CellPoint. Payment due dates, including discount periods, will be computed from date of invoice to date CellPoint's payment is transmitted to Seller.
4. **Delivery.** Time is of the essence in delivery or performance of Products. Seller shall furnish sufficient labor, material, and equipment as may be required to assure compliance with the established delivery or performance dates ("**Delivery Date(s)**"), all at no additional charge to CellPoint. Seller shall not deliver Products, in whole or in part, more than 5 days prior to its Delivery Date without the prior written consent of CellPoint. If Seller does not deliver or perform Products by its Delivery Date, CellPoint may cancel the Purchase Order at no cost to CellPoint. If CellPoint elects not to cancel the Purchase Order and to seek expedited delivery or performance of Products, Seller agrees to deliver the delayed shipment or perform additional services so as to avoid or minimize delay to the maximum extent possible at no additional charge to CellPoint. CellPoint may, after any partial delivery or performance, cancel or suspend the balance of the Purchase Order upon written notice to Seller.
5. **Shipping.** Seller shall be responsible for packaging, loading and shipping Products in accordance with any requirements set forth in the Purchase Order or otherwise communicated to Seller by CellPoint. If no such requirements are so specified, Seller shall be responsible for packaging, loading and shipping Products in a manner sufficient to prevent damage and loss to Products during shipment. Shipments must equal quantity ordered, unless otherwise agreed by CellPoint in writing. If the Purchase Order specifies F.O.B., Seller shall bear risk of loss until Products arrives on board carrier at the designated destination unless the parties otherwise agree. If freight regulations covering Products transported by common carrier F.O.B. destination establish a maximum limit on the carrier's liability for loss or damage suffered in transit, Seller will be liable to CellPoint for any loss or damage in excess of such maximum limit up to the full price of Products. Risk of loss of Products shall remain with Seller even after Seller receives payment therefor from CellPoint if Seller is storing such Products for CellPoint.
6. **Communications.** Seller shall use commercially reasonable efforts to: (a) keep CellPoint advised of the status of Products and provide CellPoint with reports as reasonably requested; (b) permit CellPoint to review and observe, from time to time upon reasonable notice, the delivery or performance of Products; (c) keep and make available to CellPoint reasonably detailed records of hours worked, costs of materials and other relevant expenses incurred in fulfilling the Purchase Order.
7. **Changes.** Except in connection with CellPoint's rights to cancel Purchase Orders as set forth elsewhere in these Terms and Conditions, Seller may not cancel any accepted Purchase Order or make any changes to the type, quantity or other specifications of Products except pursuant to a written change order setting forth in detail any such proposed changes ("**Change Order**"). A Change Order shall be binding on both parties only if either (a) Seller delivers to CellPoint an executed Change Order and CellPoint countersigns such Change Order approving such changes or (b) Seller does not object to a Change Order provided by CellPoint within 10 days after Seller's receipt. If changes pursuant to a Change Order materially increase or decrease Seller's cost or time for performance or delivery, an equitable adjustment will be negotiated by the parties and these Terms and Conditions may be modified in writing accordingly; provided, that any claim for adjustment must be asserted by Seller in any Change Order first delivered to CellPoint by Seller or within 10 days after receipt of any Change Order first delivered to Seller by CellPoint.
8. **Quality; Inspection; Acceptance.** Seller shall work within and inspect Products as to measurements, tolerances, limitations and other parameters specified on any drawings, plans or instructions covering Products ("**Specifications**") and shall complete such tests as required by the Specifications. In addition, Seller shall ensure that Products meets or exceeds all applicable government, industry and trade association standards and other CellPoint quality standards and Seller's own internal quality standards (collectively, "**Quality Standards**"). No changes to any Specifications or Quality Standards shall be valid unless set forth in a binding Change Order. No substitutions of materials, processes or accessories affecting product quality shall be made except pursuant to a binding Change Order. All Products delivered or performed shall be subject to final review, inspection and acceptance by CellPoint, notwithstanding any payment or initial inspection. CellPoint shall have a reasonable time (not less than 30 days) from receipt or performance of Products to inspect such Products and submit claims of quality, quantity, damage or other non-compliance to Seller. Products delivered or performed that does not meet Specifications or Quality Standards shall not be accepted (or deemed accepted) by CellPoint. CellPoint reserves the right to refuse any shipment, delivery or performance and to cancel all or any part of a Purchase Order for Products not conforming to Specifications or Quality Standards. Acceptance of any part of a Purchase Order shall not bind CellPoint to accept future shipments of non-conforming Products. Products, if rejected, may be returned to Seller at Seller's expense (for transportation both ways), and CellPoint shall be entitled to elect any further remedies set forth in Paragraph 9.
9. **Warranty.** Seller warrants to CellPoint, its affiliates and customers that all Products shall, for a period of 45 days after after acceptance by CellPoint: (1) be free from defects in design, workmanship and materials; (2) shall conform with, the Specifications and the Quality Standards; (3) be fit for the purpose intended and perform in the manner specified; (4) in the case of services, reflect the highest standards of professional knowledge and judgment; (5) be free and clear of all liens, claims and encumbrances by the Delivery Date; and (6) comply with all other requirements of these Terms and Conditions and with all applicable laws. Seller further represents, warrants and covenants that is currently under no obligation to any third party, and it will not enter into any obligation to a third party, that could interfere with the performance of its obligations under these Terms and Conditions. Seller shall correct any non-conformance with the foregoing warranties at its sole expense, as directed by CellPoint, by promptly: (1) repairing, replacing or re-performing the non-conforming Products (and correcting any Product Documents affected); (2) furnishing CellPoint with all materials, parts and instructions necessary to correct the non-conformity; or (3) refunding to CellPoint any portion of the purchase price paid by CellPoint under these Terms and Conditions and canceling any further portions due in respect of non-conforming Products. The warranty with respect to any corrected Products shall be subject to the same terms as the warranty provided for Products in this Paragraph 9.
10. **Indemnity; Insurance.** Seller shall at its own expense defend, indemnify and hold CellPoint, its affiliates and customers harmless from any liabilities, penalties, costs and expenses (including attorney's fees and expenses), obligations or claims arising out of or related to Seller's negligence, willful misconduct or material breach of these Terms and Conditions, including any claim: (a) that use of Products constitutes an infringement of any patent, copyright, trade secret or other intellectual property rights' claim, except to the extent such infringement results by reason of Seller's compliance with Specifications provided to Seller by CellPoint, or (b) for personal injury (including death) or any damage to or loss or destruction of property, in any manner based upon, or attributable or related Seller's Products provided under these Terms and Conditions. Seller shall carry, and shall furnish to CellPoint, upon request, insurance carriers' certificates reasonably satisfactory to CellPoint showing that Seller has adequate liability and property damage insurance coverage. All such certificates shall specify that, in the event of cancellation, at least 30 days' prior written notice thereof shall be given to CellPoint. The purchase of such insurance shall not satisfy, modify or limit Seller's obligations or liability hereunder.
11. **Limitation of Liability.** CELLPOINT SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST TIME, LOST PROFITS, LOST SALES ARISING FROM TRANSACTIONS BETWEEN YOU AND CELLPOINT.
12. **Compliance with Laws.** Seller shall comply with all applicable national, state or regional and local or municipal laws, regulations, ordinances, permits and orders, including, without limitation, all labeling, environmental, health, safety, child welfare, wage and hour, labor and other workplace laws and regulations, and shall

obtain all necessary permits and approvals and give all stipulations, certifications and representations, in each case as is necessary in connection with its sale of Products and performance of these Terms and Conditions. Without limitation, Seller shall comply with U.S. Foreign Corrupt Practices Act, as amended, and all applicable U.S. export control laws and regulations, including the requirements of the Arms Export Control Act, 22 U.S.C. 2751- 2794; the International Traffic in Arms Regulation (ITAR), 22 C. F. R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774.

13. **Termination.** CellPoint may terminate these Terms and Conditions for its convenience, in whole or in part, at any time by written notice whenever it determines such termination to be in its best interest. In the event of termination, Seller shall promptly comply with the directions contained in such notice and shall, subject to such direction: (1) take all necessary action to terminate any outstanding orders, minimizing costs and liabilities; or (2) protect, preserve and deliver any Products subject to accepted orders and other property related to these Terms and Conditions in Seller's possession. CellPoint may terminate these Terms and Conditions, in whole or in part, at any time by written notice if: (1) Seller breaches these Terms and Conditions; (2) reasonable grounds for insecurity arise with respect to Seller's performance and Seller fails to furnish adequate assurances within 10 days after written demand by CellPoint for such assurance; or (3) Seller becomes insolvent or makes an assignment for the benefit of creditors, commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings. In the event of any such termination for cause, CellPoint may procure from any third party, upon such terms as CellPoint may deem appropriate, work similar to Products and Seller shall be liable to CellPoint for any excess costs for such similar work.
14. **Independent Contractors.** Seller, its employees, permitted subcontractors and agents shall at all times be independent contractors with respect to these Terms and Conditions, and shall not be deemed employees or agents of CellPoint. None of them shall have the right or power to bind CellPoint.
15. **Assignment.** This Terms and Conditions and Seller's rights and duties hereunder shall not be assignable or subcontracted by Seller without the prior written consent of CellPoint, which consent may be withheld in its sole discretion. CellPoint may assign these Terms and Conditions, in whole or in part, to any affiliate or to any third party upon a change of control, merger, sale of assets or other business combination of CellPoint. This Terms and Conditions shall inure to the benefit of and be binding upon CellPoint and Seller and their respective successors and permitted assigns.
16. **Miscellaneous.** The rights and remedies of CellPoint provided hereunder shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity. These Terms and Conditions shall be governed by the laws of the State of California without regard to that state's conflict of laws principles or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Seller agrees that jurisdiction and venue of any legal action relating to the transactions shall be in the State of California. If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed or otherwise deemed ineffective, and the remaining provisions shall not be affected. This Terms and Conditions constitutes the entire agreement between the parties relating to the Products and no amendment, modification or waiver shall be binding upon CellPoint unless in a writing signed by CellPoint and no waiver by CellPoint of any default by Seller shall be deemed a waiver of any subsequent default. These Terms and Conditions shall survive the fulfillment of any Purchase Order.