

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

CAMBIUM NETWORKS

CAMBIUM NETWORKS LICENSE, WARRANTY AND SUPPORT TERMS

1. Definitions:

"**Cambium**" shall mean Cambium Networks Limited (a company registered in England with company number 07752773 whose registered office is Unit B2 Linhay Business Park, Eastern Road, Ashburton, Newton Abbot, Devon, United Kingdom, TQ13 7UP), its successors and assigns.

"**Attachment A**" means these terms and conditions.

"**Contract**" means the contract between Contractor and the Ordering Activity for the supply of Products and/or Services comprising the Attachment A and the documents referred to in them.

"**Intellectual Property Rights**" all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"**Order**" means a written request by the Ordering Activity for Products and/or Services.

"**Ordering Activity**" shall mean the entity that is purchasing Cambium's Product(s) and/or Service(s).

"**Product(s)**" shall collectively mean the goods, equipment and accessories, including software, identified by Model/ Part Number on the Sales Acknowledgement.

"**Sales Acknowledgement**" means Cambium's formal written acknowledgment of any Order placed by the Ordering Activity.

"**Services**" shall mean any supplementary Services to be supplied to Ordering Activity in relation to the Products and identified on the Sales Acknowledgement.

"**Underlying Agreement**" means a written agreement between the Ordering Activity and Contractor for the sale and purchase of the Products and/or Services.

- 2. Basis of Contract:** The Order constitutes an offer by the Ordering Activity to purchase Products and/or Services from Contractor under the terms and conditions of this Attachment A. The Order shall be deemed accepted when Contractor issues written acceptance by Contractor through Cambium of the Ordering Activity's Order in the form of a Sales Acknowledgement at which date the Contract shall come into existence. Any terms proposed in any document submitted by the Ordering Activity or any other party which add to, vary from, or conflict with these Attachment A are hereby excluded and any such terms proposed by the Ordering Activity shall not apply.

3. Products and Specifications

4.1. Contractor through Cambium is entitled to supply Products incorporating modifications or to supply Products of a similar specification as a replacement for ordered products. The Ordering Activity will not alter, obscure, remove or otherwise interfere with any markings or other indication of use source or origin on any Product or their labeling and/or packing. Cambium does not make any additional representations with respect to Products or Services to satisfy any statutes, regulations or provisions applicable to governmental purchases. 4.2 The Ordering Activity is solely responsible for obtaining all necessary permits, approvals and licenses related to the purchase, marketing and sale of the Products by the Ordering Activity.

4. Delivery, title and risk

5.1 Contractor through Cambium will use reasonable endeavors to deliver the Products and/or perform the Services by the date(s) confirmed by Cambium. Delivery dates are estimated only.

- 5.** 5.2 Cambium reserves the right to make deliveries in installments, which shall not relieve the Ordering Activity from of its obligation to pay for remaining deliveries. The Ordering Activity shall check all delivery documentation upon delivery or collection and will inspect all Products.

Buyer and End User Warranties

5.1 Contractor warrants to the Ordering Activity that: (i) the Products (excluding batteries) shall conform in all material respects with their description and any applicable specification and be free from material defects in design, materials and workmanship for a period of 12 months from the date of delivery or collection; (ii) any batteries provided with any Product shall be free from

material defects for a period of 12 months from the date of delivery or collection; and (iii) any Services shall be provided with reasonable care and skill. The warranty periods under this Condition 5.1 shall not be extended for repairs or replacements.

5.2 Subject to Conditions 5.3, if the Ordering Activity notifies Contractor of a defect during the Warranty period and Contractor agrees that there is a defect, then Contractor, at its option, may repair or replace the defective Product(s), or failing this, will reimburse the price of the Product subject to a deduction taking into account the use of the Product since it was delivered. Contractor reserves the right to sub-contract the performance of warranty services to third parties.

5.3 Contractor shall not be liable for defects or damage arising from: (i) use of the Product other than in a normal or customary manner and/or failure to follow instructions as to storage, installation, use and maintenance; or (ii) the repair or alteration of a Product or a replacement part being fitted to the Product, in each case by anyone other than Contractor or its authorized service sub-contractors; or (iii) altering, obscuring or removing or otherwise interfering with markings or labelling on the Product.

5.4 Warranty claims shall be made in writing within the relevant warranty period to the customer service department of Contractor through Cambium or its authorized service sub-contractor.

5.5 This Contract states the Ordering Activity's remedy for defective Product(s) and/ or breach of warranty. Contractor makes no representation or warranty of any other kind, express or implied, and expressly disclaims any implied warranties of quality or fitness for a particular purpose, to the extent permitted by law.

6. Responsibility for Waste Electrical and Electronic Equipment

The Ordering Activity must ensure that all Products which are no longer to be used and are therefore waste electrical and electronic equipment are correctly collected, treated, recovered and environmentally and soundly disposed of in accordance with the relevant waste disposal laws and regulations. The Ordering Activity must maintain evidence of the treatment of such waste electrical and electronic equipment and upon written request of Contractor through Cambium provide written evidence of such disposal as soon as reasonably practical.

7. Proprietary Rights

7.1 The Ordering Activity shall not engage in or encourage any practice that may be detrimental to the goodwill or brand name of Cambium.

7.2 All Intellectual Property Rights in or arising out of or in connection with the Products and/or Services shall be owned by Cambium or its licensors.

7.3 Cambium has certain rights in software, firmware, and computer programs or data residing in the Products ("Software"), including without limitation the right to prepare derivative works and distribute copies, title to which at all times remains with Cambium or a third party licensor as the case may be. Products are sold subject to any applicable third party's rights. The Ordering Activity shall not prepare works derived from, reproduce in copies or distribute copies of any Cambium Software.