

# TERMS & CONDITIONS OF SALE

THE SALE OF PRODUCTS AND SERVICES ("PRODUCTS") BY JUMPLIGHTS, INC. ("JUMPLIGHTS") TO YOU (THE "CUSTOMER") ARE SUBJECT TO THESE TERMS AND CONDITIONS ("AGREEMENT") REGARDLESS OF OTHER OR ADDITIONAL TERMS OR CONDITIONS THAT CONFLICT OR CONTRADICT THIS AGREEMENT IN ANY PURCHASE ORDER, DOCUMENT, OR OTHER COMMUNICATION ("ORDER"). PREPRINTED TERMS AND CONDITIONS ON ANY CUSTOMER DOCUMENT (FOR EXAMPLE: PURCHASE ORDERS OR CONFIRMATIONS) AND/OR JUMPLIGHTS, INC.'S FAILURE TO OBJECT TO CONFLICTING OR ADDITIONAL TERMS WILL NOT CHANGE OR ADD TO THE TERMS OF THIS AGREEMENT.

## 1. ORDERS

All Orders are subject to acceptance by JumpLights. JumpLights reserves the right to allocate the sale of Products among its customers. Orders for special, custom, value-added and Products specifically identified by JumpLights as non-standard are non-cancelable and non-returnable ("NCNR"). The Customer may not cancel or reschedule Orders for any reason without JumpLights' consent.

## 2. PRICES

JumpLights' quoted prices apply for 30 days or as otherwise stated in its quote. JumpLights may increase prices if JumpLights' costs increase or other circumstances beyond JumpLights' reasonable control. Prices are subject to change at any time. Prices are for Products only and do not include taxes, impositions and any other charges, fees, shipping charges and duties imposed by any government authority. Customer is responsible for any additional fees and taxes.

## 3. TERMS OF PAYMENT

A 60% non-refundable deposit is required with every purchase order.

Payment of the total invoice amount less the deposit, without offset or deduction, is due 30 days after the date of each invoice when all or part of Product order is shipped. On any past due payment, JumpLights may charge interest from the payment due date to the date of payment (at 1.5% per month), plus reasonable attorney fees and collection costs. JumpLights may change the terms of Customer's credit at any time. JumpLights may apply payments to any of Customer's accounts.

## 4. DELIVERY AND TITLE

Customer is responsible for all shipping costs and any applicable surcharges. Title and risk of loss pass to Customer upon delivery of the Products to the carrier. JumpLights' delivery dates are estimates only and JumpLights is not liable for delays in delivery. JumpLights reserves the right to make partial shipments and Customer will accept delivery and pay for the Products delivered. A delayed delivery of any part of an Order does not entitle Customer to cancel other deliveries.

## 5. PRODUCT RETURNS

Customer cannot return Products without a return material authorization ("RMA") number. RMAs will be issued only for damage, shortage, or other discrepancy to Products created solely by JumpLights or the original manufacturer, and only if Customer notifies JumpLights in writing of any damage, shortage, or other discrepancy to Products within 10 days after delivery. RMAs will not be granted for damage, shortage, or other discrepancy created by Customer, the carrier or freight provider, or any other third party. Returned Products must be in original manufacturer's shipping cartons or equivalent. Customer must return all Products, freight prepaid, as specified in the RMA and pay any restocking charges. At JumpLights' discretion, JumpLights will return all Products not eligible for return to Customer, freight collect, or hold Product for Customer's account at Customer's expense.

## 6. JUMPLIGHTS LIMITED WARRANTY

JumpLights will transfer to Customer any Product warranties and indemnities authorized by the manufacturer, including any transferable warranties and indemnities for intellectual property infringement. JumpLights warrants the Products will conform to the manufacturer's specifications. Value-added work performed by JumpLights on Products will conform to Customer's specifications. JUMPLIGHTS, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. JUMPLIGHTS, INC. MAKES NO WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT. If Products do not meet manufacturer's specifications or if value-added work by JumpLights does not meet Customer's specifications the Products will be, at JumpLights' choice: (1) repaired, (2) replaced at no cost to Customer; or (3) refund Customer's purchase price. Customer must return Products to JumpLights, along with acceptable proof of purchase, within the warranty period specified by JumpLights Inc. or the manufacturer freight charges prepaid.

## 7. LIMITATION OF LIABILITY

JUMPLIGHTS, INC. IS NOT LIABLE FOR AND CUSTOMER IS NOT ENTITLED TO ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; FOR EXAMPLE, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE, REWORK, MANUFACTURING EXPENSE, INJURY TO REPUTATION, OR LOSS OF CUSTOMERS. CUSTOMER'S RECOVERY FROM JUMPLIGHTS, INC. FOR ANY DIRECT DAMAGES WILL NOT EXCEED THE PRICE OF THE PRODUCT AT ISSUE. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD JUMPLIGHTS, INC. HARMLESS FROM ANY CLAIMS BASED ON; (i) JUMPLIGHTS, INC.'s COMPLIANCE WITH CUSTOMER'S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS, (ii) MODIFICATION OF ANY PRODUCTS BY ANYONE OTHER THAN JUMPLIGHTS, INC. , OR (iii) USE OF THE PRODUCT IN COMBINATION WITH OTHER PRODUCTS.

## 8. FORCES BEYOND JUMPLIGHTS, INC.'S CONTROL

JumpLights is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond its reasonable control, (for example: acts of God, acts or omissions of the Customer, man-made or natural disasters, epidemic medical crises, materials shortages, strikes, acts of terrorism, delays in transportation, or inability to obtain labor or materials through its regular sources).

## 9. USE OF PRODUCTS

Products are not authorized for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. If Customer uses or sells the Products for use in any such applications, Customer acknowledges that such use or sale is at Customer's sole risk. Customer will indemnify, defend and hold JumpLights and the Product manufacturer harmless from and against any and all liabilities and costs arising out of or in connection with such use or sale.

## 10. EXPORT/IMPORT

Certain Products sold by JumpLights and other related technology and documentation are subject to export control laws, regulations and orders of the United States and the export or import control laws and regulations of other countries. Customer will not directly or indirectly export or divert any Products and other related technology and documentation to any third party or country where such export or transmission is restricted or prohibited. Customer agrees it is responsible to obtain any license to export, re-export, or import as may be required.

## 11. PRODUCT INFORMATION

Product information, including information related to a Product's specifications, export/import control classifications, uses or conformance with legal or other requirements, is obtained by JumpLights from its suppliers or other sources. Such information is provided by JumpLights on an "AS IS" basis. JumpLights makes no representation as to the accuracy or completeness of the Product information, and DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND LIABILITIES UNDER ANY THEORY WITH RESPECT TO THE PRODUCT INFORMATION, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. JumpLights recommends Customer validate any Product Information before using or acting on such information. All Product information is subject to change without notice. JumpLights is not responsible for typographical or other errors or omissions in Product information.

## 12. ELECTRONIC ORDERS

In the event that any part of the purchase and sale of Products utilizes electronic data interchange, internal or third party portal, or any other electronic means ("Electronic Purchase Order"), this Agreement, or any other validly executed agreement between JumpLights and Customer, will continue to apply to the purchase and sale of Products between Customer and JumpLights.

## 12. ELECTRONIC ORDERS

- a. The laws of the State of Maryland will exclusively govern any dispute between JumpLights and Customer without reference to Maryland's conflict of laws principles. The United Nations Convention for the International Sale of Goods shall not apply.
- b. Customer may not assign this Agreement without the prior written consent of JumpLights. JumpLights or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successors and assigns.

- c. This Agreement can only be modified in writing signed by authorized representatives of both JumpLights and Customer.
- d. JumpLights and Customer are independent contractors and agree that this Agreement does not establish a joint venture or partnership.
- e. Statements or advice (technical or otherwise) if given without charge, are an accommodation to Customer and JumpLights has no responsibility or liability for the content or use of such statements or advice.
- f. JumpLights' failure to object to any document, communication, or act of Customer will not be deemed a waiver of any of these terms and conditions.
- g. The unenforceability of any of these terms or conditions will not affect the remainder of the terms or conditions.
- h. Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.
- i. Customer and JumpLights will comply with applicable laws and regulations

### 13. PURCHASE MONEY SECURITY INTEREST

- a. To secure Customer's obligations under this Agreement, Customer hereby grants to JumpLights a purchase money security interest in the Products and all proceeds thereof (the "Collateral"). Customer authorizes JumpLights to file any financing statements or other documentation required to perfect JumpLights' security interest in the Collateral. JumpLights security interest is explicitly limited to a purchase money security interest in the Collateral. Upon full payment of all amounts due under this Agreement, JumpLights shall, upon Customer's request, terminate its security interest and file a termination statement for any applicable financing statements. JumpLights shall also provide any other documentation reasonably requested by Customer to evidence the termination of JumpLights' security interest.
- b. Customer agrees to:
  - Maintain the Collateral in good condition;
  - Not sell, lease or otherwise dispose of the Collateral without JumpLights' prior written consent; and
  - Insure the Collateral against loss or damage.
- c. Upon any default by Customer, JumpLights shall have all rights and remedies available to a secured party under the Uniform Commercial Code as enacted in the applicable jurisdiction, including the right to take possession of the Collateral.