

**RF IDEAS, INC.**  
**GENERAL SALES POLICY**  
**EFFECTIVE DATE February 6<sup>th</sup>, 2024**

THE TERMS AND CONDITIONS CONTAINED IN THIS rf IDEAS, INC. GENERAL SALES POLICY (THIS “**SALES POLICY**”) TOGETHER WITH ANY APPLICABLE RIDER, ACCOUNT APPLICATION, GENERAL WARRANTY POLICY (FOUND AT <https://www.rfideas.com/about-us/policies> AND INCORPORATED BY REFERENCE) AND PRICE BOOK INFORMATION (COLLECTIVELY, THIS “**AGREEMENT**”) APPLY TO ALL SALES BY RF IDEAS, INC. AND ITS AFFILIATED ENTITIES (COLLECTIVELY, “**rf IDEAS**”) TO YOU (“**YOU**” OR “**YOUR**”) OF ANY rf IDEAS PRODUCTS (“**PRODUCT(S)**”).

THE AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN rf IDEAS AND YOU WITH RESPECT TO ALL MATTERS WHICH ARE REFERRED TO THEREIN; AND SUPERSEDES ANY PREVIOUS AGREEMENT(S) BETWEEN THE PARTIES IN RELATION TO THE MATTERS REFERRED TO THEREIN. YOU FURTHER AGREE THAT ALL OTHER TERMS AND CONDITIONS (INCLUDING BUT NOT LIMITED TO ANY TERMS AND CONDITIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT ISSUED BY YOU IN CONNECTION WITH AN ORDER OR PURCHASE), AND ALL PURPORTED VARIATIONS OR MODIFICATIONS THERETO, EXCEPT AS ISSUED BY rf IDEAS AS DESCRIBED HEREIN BELOW, ARE EXPRESSLY EXCLUDED, REJECTED BY rf IDEAS AND ARE OF NO FORCE OR EFFECT, UNLESS OTHERWISE EXPRESSLY AGREED BY AN INSTRUMENT IN WRITING SIGNED BY rf IDEAS AND YOU.

rf IDEAS’ OFFER TO MAKE SALES TO YOU AND rf IDEAS’ ACCEPTANCE OF YOUR OFFER TO MAKE PURCHASES FROM rf IDEAS ARE EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THE “**GENERAL TERMS**” APPEARING IN ARTICLE I, AND THE ADDITIONAL TERMS APPEARING IN ARTICLE II, “**RESELLER TERMS**,” WHICH SHALL ALSO APPLY TO YOU IF YOU ENGAGE IN THE RESALE OR ANY OTHER FORM OF REDISTRIBUTION OF ITEMS PURCHASED FROM rf IDEAS, AND ANY APPLICABLE RIDER. rf IDEAS AND YOU MAY BE REFERRED TO HEREIN INDIVIDUALLY AS A “**PARTY**” OR COLLECTIVELY AS THE “**PARTIES**.”

**rf IDEAS RESERVES THE RIGHT TO AMEND ITS SALES POLICY, PRICE BOOK AND GENERAL WARRANTY POLICY ( <https://www.rfideas.com/about-us/policies>) FROM TIME TO TIME BY POSTING ANY SUCH AMENDMENT ON ITS WEBSITE OR PROVIDING NOTICE TO YOU. ANY SUCH AMENDMENT WILL TAKE EFFECT ONCE SUCH AMENDED TERMS HAVE BEEN POSTED OR PROVIDED TO YOU AND SHALL THEREAFTER APPLY TO ALL ORDERS RECEIVED FROM YOU THEREAFTER.**

**YOU AGREE BY YOUR PLACEMENT OF ORDERS WITH rf IDEAS THAT THE AGREEMENT APPLIES TO FORM THE ENTIRE AGREEMENT THAT GOVERNS EACH ORDER SUBMITTED BY YOU TO rf IDEAS. PRIORITY OF TERMS SHALL BE**

**GIVEN AS FOLLOWS: PRICE BOOK PAGES, GENERAL WARRANTY POLICY, APPLICATION AND SALES POLICY.**

**ARTICLE I.  
GENERAL TERMS**

**A. Credit Limit; Payment Terms.**

**1. Credit Limit:** YOUR credit limit is subject to the sole approval of rf IDEAS. Credit approvals are in the sole discretion of rf IDEAS which reserves the right to change YOUR credit limit at any time.

**2. Payment Terms:** YOU shall pay all undisputed portions of rf IDEAS' invoices within thirty (30) days from the date on the invoice. Except as expressly provided, all fees paid are non-refundable, and YOU have no right to set-off any amount invoiced to YOU. Any notice of error in a rf IDEAS invoice must be received by rf IDEAS in writing at the rf IDEAS address shown on the relevant invoice within ten (10) business days of the date on the invoice, after which period the rf IDEAS invoice shall be deemed undisputed.

Payments will be made only in the currency listed on rf IDEAS' invoice and to the address or account listed on the front of rf IDEAS' invoice. **rf IDEAS' pricing is based on the 30-day payment terms. rf IDEAS' acceptance of any deviation from these payment terms is at rf IDEAS' sole discretion and may be conditioned on YOUR acceptance of a pricing adjustment reflecting the increase in the associated cost or risk to rf IDEAS.**

Undisputed amounts which remain unpaid for thirty (30) days or more after the date on the invoice are overdue. In addition to any other available remedy, rf IDEAS reserves the right to suspend shipment(s), terminate orders or its offer to make sales to YOU, and charge a monthly interest rate of 1.5% (or the maximum permitted by applicable law, whichever is less) on those undisputed amounts remaining overdue.

YOU hereby grant and rf IDEAS reserves a purchase money security interest in each Product purchased by YOU, and in any proceeds thereof, for the amount of its purchase price plus any interest which may be accrued thereon. YOU authorize rf IDEAS to file a UCC financing statement and any other instrument necessary to perfect such security interest. Payment in full of the purchase price of the Product will release the security interest on that Product. If YOU default under any obligation in this subsection 2, "Payment Terms," YOU agree to make Products available so that rf IDEAS can repossess them without a breach of the peace. In the event rf IDEAS incurs collection costs or institutes suit to collect any amount owed by YOU under this Agreement, YOU agree to pay rf IDEAS' collection costs (including, without limitation, its attorneys' fees and court costs).

**B. Prices.**

The prices for items sold hereunder will be the prices shown on the rf IDEAS order confirmation or any applicable Price Book information provided to YOU and

in effect at the time rf IDEAS fulfills YOUR order, or as otherwise agreed on between YOU and rf IDEAS; provided, however, that if such prices are based on the purchase of a particular volume and YOU fail to purchase such volume, rf IDEAS shall have the right (in addition to any other remedies available at law) to collect from YOU the difference between the price paid by YOU and the price for such items commensurate with the quantity actually purchased by YOU. rf IDEAS' prices are subject to change without notice.

### **C. Taxes.**

Prices do not include any national, state, local, or international property, license, privilege, sales, use, excise, gross receipts, VAT, duty or other like taxes relating to the sale, delivery, receipt, payment for or use of goods or services, including any interest, penalty and additional tax or other charge related to delay or failure to pay such amount ("**Taxes**"). If rf IDEAS is required to collect such Taxes, such Taxes will be itemized separately on the invoice and paid by YOU. rf IDEAS will accept a valid Tax exemption certificate from YOU, if applicable. If an exemption certificate previously accepted by rf IDEAS is not recognized by the governmental taxing authority involved, YOU agree to promptly reimburse rf IDEAS for any Taxes covered by such exemption certificate which rf IDEAS is required to pay.

### **D. Order Changes and Cancellation; Non-Warranty Standard Product Returns.**

**1. Standard Product: "Standard Products"** are defined as Products that meet rf IDEAS' published description and specifications. Standard Products may contain rf IDEAS' then current version of standard firmware and are listed on rf IDEAS' published price list in effect at the time the order is placed.

**None of the following are considered Standard Products: cards, tags, keys, custom products, credentials, and transponders.** For additional description of items that are outside of the scope of Standard Products, please see the definition of "Custom Products," below.

YOU may submit changes and cancellations to orders for Standard Product at no additional cost to YOU within twenty-four (24) hours of rf IDEAS' confirmation of YOUR order. Thereafter, order changes shall be subject to a surcharge of ten percent (10%) of the then current chargeable amount for the affected portion of the order; and order cancellations shall be subject to a surcharge of twenty percent (20%) of the then current chargeable amount for the affected portion of the order. Imposition of any of the aforementioned surcharges shall be at rf IDEAS' sole discretion.

**2. Custom Products: "Custom Products"** are defined as (a) magnetic stripe cards, (b) preprogrammed cards, tags, keys, and transponders, (c) cards, tags, keys, readers, and transponders with custom marking and/or printing, (d) credentials, and (e) any Product subject to custom engineering or modification. By way of example only, custom-engineering or modification may include, but is not limited to, such things as custom

firmware, Product housings that are not rf IDEAS' published standard colors or sizes, and changes made to a Product when it is received by Reseller, including changes to housings, programming, and operating parameters.

ORDERS FOR CUSTOM PRODUCTS ARE NON-CANCELABLE. ORDERS FOR CARDS OR OTHER CREDENTIALS PLACED BY YOU ARE NON-CHANGEABLE AND NON-CANCELABLE.

Except for Custom Products, YOU may submit to rf IDEAS requested changes to Product orders at no charge to YOU up to four (4) weeks prior to rf IDEAS' designated shipment date. Nonexempt cards/tags with custom artwork require an art proof and purchase order by YOU and an order acceptance by rf IDEAS. Custom Products require a signed approval of the Product specification by both rf IDEAS and YOU, a purchase order by YOU, and an order acceptance by rf IDEAS. Changes made to Custom Product orders received by rf IDEAS within twelve (12) weeks of rf IDEAS' designated shipment date shall be subject to a surcharge of up to thirty percent (30%) plus any additional fees or costs related to YOUR requests for Product redesign or modification, including labor and material costs incurred developing the original Product design.

**3. Non-Warranty Product Returns:** Subject to the conditions described below, rf IDEAS will issue to Customer a credit equal to the purchase price (treatment of associated taxes, VAT, or the like subject to applicable law), minus a restocking charge of up to thirty percent (30%), for all rf IDEAS approved returns for Standard Products only.

Standard Products may be returned for credit only within ninety(90) days from the original purchase order date with prior approval from rf IDEAS. The Standard Product must be new and in complete, undamaged, original factory packaging. Credit will not be issued for damaged, shop worn or previously installed Standard Products, or for Standard Products which have missing parts or which have defaced or damaged packaging. Freight to rf IDEAS' facility will be at Customer's expense.

**Except for valid warranty claims, rf IDEAS does not accept returns of any Custom Products (including, without limitation, any pre-programmed credentials, custom cards, tags, keys, readers, and transponders).**

The process for submitting Standard Products to rf IDEAS for a reason other than a warranted Product defect is as follows:

i. Customer shall inform rf IDEAS Customer Service that Customer wishes to return Standard Product(s) for a reason other than a warranted Product defect.

ii. Customer shall provide rf IDEAS Customer Service with the following: (a) the part number and serial number of the Standard Product(s); (b) the reason the Standard Product is being returned; and (c) the original Purchase Order number.

iii. Upon confirmation of the return request, rf IDEAS will issue

an RMA number to Customer.

iv. Customer must ship the Standard Product(s), with the RMA number clearly marked on the package, to a rf IDEAS specified location within thirty (30) days of rf IDEAS' issuance of an RMA number. Any package returned to rf IDEAS without an RMA number or with a ship date later than thirty (30) days after issuance of rf IDEAS' RMA number will be refused and shipped back to Customer at the Customer's expense

v. Upon confirmation the return requirements were met, Customer will be issued a credit for the total purchase price of the appropriately returned Standard Product(s), less the restocking charge of up to thirty percent (30%).

**4. Product Warranty:** For applicable Product warranty, please see the General Warranty Policy available at <https://www.rfideas.com/about-us/policies> or from your local sales representative, and any relevant warranty terms included with the Product documentation. rf IDEAS Products are intended for consumer applications. rf IDEAS assumes no liability for the performance of Product, except as set forth in the General Warranty Policy. rf IDEAS Products are not suitable for use in biological hazard applications, nuclear control applications, radioactive areas, or any applications that provide life support or any critical function necessary for the support or protection of life, property, or business interests, unless expressly set forth herein or in applicable Product documentation. YOU assume all responsibility and liability for the use of any Product in any of the foregoing applications.

#### **E. Order Acceptance and Shipment (Product Availability).**

rf IDEAS is under no obligation to YOU, with respect to YOUR order, until rf IDEAS confirms to YOU its acceptance of the order. Upon acceptance of an order by rf IDEAS and the satisfaction of all rf IDEAS prerequisites prior to delivery, rf IDEAS shall ship Product and any associated product documentation to YOU, by full or partial shipment, in tangible form or via electronic delivery (if available), in accordance with rf IDEAS' order confirmation. All Product and documentation delivered in a tangible form shall be shipped Ex Works (EXW; INCOTERMS 2020) rf IDEAS' site (e.g., Elgin, IL or other site designated by rf IDEAS); and shall be deemed shipped upon being made available to YOUR carrier at rf IDEAS' site. Title (except as for the aforementioned security interest retained by rf IDEAS) and risk of loss or damage to hardware product, documentation media, and software media shall pass from rf IDEAS to YOU upon presentation of the hardware product, documentation media, or software media to YOUR carrier at rf IDEAS' site. Fees associated with customs formalities are YOUR sole responsibility. **All documentation and software content is licensed (not sold) under the terms accompanying the documentation or software.**

rf IDEAS will assign estimated shipment dates on orders based on the availability of Product and rf IDEAS' acceptance of YOUR order. rf IDEAS will make commercially reasonable efforts to meet its assigned shipment dates. However, rf IDEAS will not be liable for its failure to meet such dates. If YOU request or otherwise cause rf IDEAS to store products beyond the assigned shipment date, YOU will be invoiced for the

total price of the stored products and the costs of the storage and insurance on such products. **rf IDEAS shall have no liability to YOU for delayed or cancelled shipments due to rf IDEAS' compliance with applicable trade or export regulations or sanctions.**

**F. Minimum Order Requirements and Packaging.**

The minimum acceptable order value is U.S. \$100.00 (or its equivalent in local currency) for all orders. The minimum Proximity/iCLASS/magnetic stripe card/tag/key order quantity is 100 units for all standard cards/tags/keys, 500 units for cards/tags/keys with custom artwork/design and for cards that differ in size from a standard credit card (2 1/8" X 3 3/8"). The minimum ProxPass® tag order quantity is 10 units for all standard ProxPass® tags. The minimum Wiegand card/tag/key order quantity is 100 units for all standard Wiegand cards/tags/keys. Wiegand card and tag Product shipments are subject to a 5% variation from ordered quantity.

rf IDEAS will package the Products in accordance with its customary practices. YOU shall pay or reimburse rf IDEAS for the costs of any special packaging requested by YOU or any applicable small order handling fee that may be assessed. rf IDEAS shall accommodate any such request in its sole discretion.

**G. Product Availability and Design.**

rf IDEAS reserves the right to discontinue the manufacturing of any of the Products, to make changes in their design, or to make improvements to the Products at any time that do not affect the form, fit, or function of the Product without prior notice to YOU. In any such event, rf IDEAS will not be required to change Product previously sold to YOU. No part of this paragraph will be deemed to affect the obligation of rf IDEAS to fill orders previously accepted.

**H. Indemnification.**

**1. Indemnification Obligation.** To the maximum extent permitted by applicable law, YOU agree to, and shall, indemnify, defend and hold rf IDEAS and its affiliated parties, and their directors, shareholders, officers, agents, employees, successors, and assigns from any and all third party claims, suits, proceedings, and the associated costs and fees (including reasonable attorneys' fees and expenses) to the extent that such claims arise from or are related in any way to, directly or indirectly, YOUR use, offer for sale, sale, or distribution of the rf IDEAS Product (a "Claim").

**2. Indemnification Procedure.** rf IDEAS shall notify YOU of any such Claim, and YOU shall have the right to assume full control over the defense of such Claim (including any settlements); provided however, that: (a) YOU shall keep rf IDEAS informed of, and consult with rf IDEAS in connection with the progress of such litigation or settlement; and (b) YOU shall not have any right, without rf IDEAS' written consent (which shall not be unreasonably withheld), to settle any such Claim if such settlement arises from or is part of any criminal action, suit, or proceeding or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort,

or otherwise) on the part of rf IDEAS, or requires any specific performance or non-pecuniary remedy by rf IDEAS.

#### **I. Limitations of Liability.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF rf IDEAS AND ITS SUPPLIERS FOR ALL DAMAGES RELATING TO OR ARISING FROM THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM rf IDEAS' BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE (WHETHER ACTIVE, AFFIRMATIVE, OR GROSS), STRICT LIABILITY, OR OTHER TORT WITH RESPECT TO THE PRODUCTS, OR ANY SERVICE PROVIDED IN CONNECTION WITH THE PRODUCTS OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT RF IDEAS RECEIVED FROM YOU FOR THE PARTICULAR PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY. RF IDEAS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OR LOSS RESULTING FROM THE OPERATION OR PERFORMANCE OF ANY THIRD PARTY PRODUCT OR ANY SYSTEMS IN WHICH AN RF IDEAS PRODUCT IS INCORPORATED.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RF IDEAS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA OR OTHER ECONOMIC ADVANTAGE, AND ANY NON-ECONOMIC LOSSES, REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH DAMAGES MAY BE BASED AND EVEN IF A PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. The limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy specified herein.

#### **J. Confidentiality.**

A Party receiving (the "**Recipient**") confidential information, proprietary information that is not generally known to the public, information that is labeled as confidential or information that is disclosed under circumstances such that a reasonable person would know to treat such information as confidential (collectively, "**Confidential Information**") must keep it confidential using the same degree of care that it exercises with respect to its own information of like importance but in no event less than reasonable care, and may disclose and/or use it only for the purposes for which it was provided under the Agreement. For purposes of these Terms and Conditions of Sale, information disclosed in a New Account Application Form and Price Book information shall be considered Confidential Information. Except as expressly provided in this Sales Policy, Confidential Information may be disclosed only to a Recipient's employees or contractors obligated to the Recipient under similar confidentiality restrictions and only for the purposes for which it was provided.

These obligations do not apply to information which: (a) is rightfully obtained by the Recipient without breach of any obligation to maintain its confidentiality; (b) is or

becomes known to the public through no act or omission of the Recipient; or (c) the Recipient develops independently without using Confidential Information of the disclosing Party. A disclosure of Confidential Information by the Recipient in response to a valid court or governmental order shall not be considered a breach of this Sales Policy or a waiver of confidentiality for other purposes; provided, however, the Recipient shall give the disclosing Party prior written notice of such order and shall provide reasonable assistance so as to afford the disclosing Party the opportunity to object or obtain a suitable protective order.

Because of the unique nature of the Confidential Information, each Party agrees that the disclosing Party may suffer irreparable harm in the event the Recipient fails to comply with its confidentiality obligations under this Agreement, and that monetary damages may be inadequate to compensate the disclosing Party for such breach. Accordingly, the Recipient agrees that the disclosing Party will, in addition to any other remedies available to it at law or in equity be entitled to seek injunctive relief to enforce such confidentiality obligations.

#### **K. Ownership and Third Party Technologies.**

**1. Ownership.** rf IDEAS and its licensors retain all right, title and interest in any software product, firmware, documentation, and any rf IDEAS trademarks made available to YOU under this Agreement; all translations and derivatives works of the foregoing; and all rf IDEAS intellectual property rights embodied in or relating to the foregoing as well as all rf IDEAS intellectual property rights embodied in or relating to the rf IDEAS hardware. All software is licensed, not sold. Any good will arising from YOUR use of the rf IDEAS trademarks will inure solely to the benefit of rf IDEAS. No right or license is granted to YOU except as expressly set forth herein and rf IDEAS hereby reserves all rights not expressly granted to YOU in this Agreement. YOU shall take no action that might impair in any way any right, title, or interest of rf IDEAS in or to the software, firmware, documentation, or trademarks or other rf IDEAS intellectual property or confidential information made available to YOU. YOU agree to maintain the copyright, trademark and other notices that appear on the rf IDEAS items and associated media.

**2. Third Party Technologies.** The Product may include or be bundled with other technology or software programs licensed under different terms and/or licensed by a vendor other than rf IDEAS. Use of any software programs accompanied by a separate license agreement is governed by that separate license agreement. Any third party software that may be provided with the Product is included for use at YOUR option. rf IDEAS is not responsible for any third party's software and shall have no liability for YOUR use of third party software. Products that include third party technology may be subject to use restrictions as notified by rf IDEAS. You acknowledge actual notice of any such restrictions and agree to use and sell such Products and otherwise operate YOUR business in accordance with such restrictions. YOU will also indemnify and hold rf IDEAS harmless from any claim, demand, cause of action, or damage and the associated costs and fees (including reasonable attorneys' fees and expenses) for which rf IDEAS and its affiliated parties might become liable, arising from or in connection with YOUR use of such Products or otherwise not in compliance with such restrictions.



## **L. Services.**

If YOU are purchasing any services from rf IDEAS (the “**Services**”), either directly or indirectly through rf IDEAS’ sales channel, unless YOU and rf IDEAS have signed a written agreement to the contrary, the following terms shall apply to those Services. rf IDEAS warrants that all Services will be performed in a professional manner consistent with generally accepted industry standards for a period of ninety (90) days following the completion of Services. If there is a breach of the foregoing warranty, YOUR sole and exclusive remedy, and rf IDEAS’ sole and exclusive liability, will be to reperform the Services at no additional charge to YOU. YOU should inspect all Products upon completion of Services and notify rf IDEAS of any defect or non-conformance within seven (7) days from the completion of Services. For the avoidance of doubt, the limitation and exclusions of liability in Section I above shall also apply to any Services. If any inventions, technology, developments, or other work product (collectively, “**Work Product**”) result from the Services, rf IDEAS shall own all right, title, and interest in and to such Work Product. All Work Product and Services shall be deemed accepted upon delivery or completion of the Services, as applicable.

## **M. Miscellaneous.**

**1. Compliance with Law.** Each Party shall comply with all applicable laws, ordinances, rules, and regulations, and shall obtain any and all permits, licenses, authorization, and/or certificates that may be required in any jurisdiction or any regulatory or administrative agency in connection with the sale, use, and/or operations of items purchased from rf IDEAS. Regardless of any disclosure made by YOU to rf IDEAS of an ultimate destination of the Product, YOU agree not to export either directly or indirectly any Product or system without first obtaining a license to export or re-export from the United States Government, as may be required and to comply with the United States Government export regulations as applicable.

**2. Independent Contractor.** Nothing in this Agreement is intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither Party may bind the other Party or act in a manner which expresses or implies a relationship other than that of independent contractor. Except as otherwise set forth herein, each Party shall bear its own costs and expenses in performing this Agreement.

**3. Governing Law, Venue and Attorney Fees.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware without giving effect to Illinois conflicts of laws principles thereof. Any action, suit, or proceeding relating to this Sales Policy shall be brought in the appropriate federal or state court location in Cook County, Illinois, and YOU hereby consent to such jurisdiction. In the event of any such action, suit, or proceeding, the prevailing party shall be entitled to receive from the other party its attorney’s fees, costs, and expenses incurred in connection therewith. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

**4. Assignment.** This Agreement will be binding upon and inure to the

benefit of the Parties hereto and their respective successors and assigns; provided, however, that neither Party shall assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of the other Party. Notwithstanding the foregoing, however, (i) either Party may assign this Agreement to a successor in interest (or its equivalent) of all or substantially all of its relevant assets, whether by sale, merger, or otherwise, provided that YOU may not assign this Agreement to a competitor of rf IDEAS without rf IDEAS' express written consent; and (ii) rf IDEAS may assign this Sales Policy to any of its affiliated companies. Any attempted assignment in violation of this section will be void and of no effect.

**5. Force Majeure.** Neither Party shall be liable for failure to fulfill its obligations under this Agreement or for delays in delivery due to causes beyond its reasonable control, including but not limited to acts of God, acts or omissions of the other Party, man-made or natural disasters, pandemics, material shortages, strikes, delays in transportation, or inability to obtain labor or materials through its regular sources. The time for performance of any such obligation shall be extended for the period lost by reason of the delay.

**6. Notices.** All notices provided for pursuant to this Agreement shall be given in writing and shall be effective when either served by personal delivery, or deposited, postage prepaid, in the United States registered or certified mail addressed to the Parties at their respective addresses set forth in the applicable account application, or to such other address or addresses as either Party may later specify by written notice to the other.

**7. Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law or public policy the remaining provisions shall remain in full force and effect.

**8. Waiver.** No term or provision hereof shall be deemed waived and no breach consented to or excused, unless such waiver, consent, or excuse shall be in writing and signed by the Party claimed to have waived or consented. Should either Party consent, waive, or excuse a breach by the other Party, such shall not constitute consent to, waiver of, or excuse of any other different or subsequent breach whether or not of the same kind as the original breach.

**9. Press Releases.** Any and all press releases and other public announcements relating to the existence or terms of this Agreement or the underlying transactions between the Parties or referring to the other Party in relation to this Agreement, including the method and timing of such announcements, must be approved in advance by the Parties in writing.

**10. Conflicting Terms; Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties hereto with respect to the subject matter and merge and supersede all prior communications, understanding, and agreements, written or oral; and no amendments shall become effective without written agreement signed by the Parties hereto. If any conflict shall arise between the terms appearing in the component documents of this Agreement and any

Exhibit or Schedule attached hereto or duly authorized and incorporated by reference, the terms appearing in the Exhibit or Schedule shall prevail.

## **ARTICLE II. RESELLER TERMS**

**The following additional terms apply to YOU if YOU are authorized to engage in the resale or any other redistribution of rf IDEAS items.**

### **N. License Grant.**

Subject to YOUR compliance with the terms and conditions of this Agreement, rf IDEAS hereby grants YOU a nonexclusive, non-transferable, non-sublicensable (except for sub-distribution as may be provided herein) limited right and license during the term of this Agreement: (i) to use rf IDEAS trademarks as contained on or within the Products or their accompanying documentation in connection with YOUR permitted marketing, resale, and distribution of the Products and (ii) to sublicense such rights for the purposes of authorizing subdistributors to do the same. Any use of rf IDEAS' trademarks by YOU independently of the rf IDEAS items or associated documentation on which the rf IDEAS trademarks are supplied to YOU is subject to the prior written approval of rf IDEAS and must in all cases be made in accordance with rf IDEAS' standard Trademark Policy and any trademark usage specifications which may be modified and provided by rf IDEAS from time to time.

### **O. YOUR Restrictions and Covenants.**

YOU represent, warrant, and agree: (a) not to modify or create any derivative work of any Product or any portion thereof without rf IDEAS' prior written consent; (b) not to decompile, reverse engineer or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure or organization) from any software provided to YOU by rf IDEAS or any firmware provided with rf IDEAS hardware; (c) to take such security measures to protect rf IDEAS' rights with respect to the products, firmware, and rf IDEAS trademarks as YOU use to protect YOUR own software, trademark, or other rights, which measures shall at least be reasonable under the circumstances; (d) to comply with the U.S. Foreign Corrupt Practices Act; and (e) to comply with all applicable export laws, restrictions, and regulations of any United States or foreign agency or authority and not to export or re-export, or allow the export or re-export of any product, technology, or information it obtains from rf IDEAS pursuant to this Sales Policy in violation of such laws, restrictions, or regulations.

### **P. YOUR Marketing Obligations.**

In marketing and performing under this Agreement, YOU shall: (a) not engage in any deceptive, misleading, illegal, or unethical practices that may be detrimental to rf IDEAS or to the rf IDEAS items provided to YOU; (b) not make any representations, warranties, or guarantees to customers concerning the rf IDEAS items that are inconsistent with or in addition to those made in this Sales Policy or in documentation or written marketing materials provided to YOU by rf IDEAS; (c) shall not advertise the sale of any rf IDEAS product to end users for less than the price rf IDEAS

provides to YOU; and (d) comply with all applicable federal, state, and local laws and regulations in performing its duties with respect to the Product. YOU shall be solely liable for any warranties or representations YOU make regarding the Products beyond those warranties expressly offered to YOU by rf IDEAS or otherwise contained in rf IDEAS' generally available marketing materials, unless expressly agreed to in writing by an authorized representative of rf IDEAS.

**Q. End User Support and Technical Certification.**

(a) YOU shall provide to YOUR end user customers of the Products first line responsibility for installation, operation, and support of the rf IDEAS items;

(b) YOUR authorization to resell the Products is additionally conditioned upon YOUR compliance with rf IDEAS' technical certification requirements and YOUR maintenance of technically certified personnel and related facilities, if any, necessary to provide direct support to its end user customer of the Products.

(c) YOU shall be responsible for all fees and expenses relating to YOUR attendance of rf IDEAS training (unless otherwise expressly excluded herein), including but not limited to the costs associated with YOUR travel, food, and lodging when attending training at rf IDEAS' facilities; or rf IDEAS' reasonable travel, food and lodging costs if YOU request rf IDEAS to provide training at YOUR facilities.

**R. Subdistributors.**

Subject to YOUR compliance with the terms and conditions of this Agreement, YOU may resell and distribute the Products through subdistributors, provided, however, that each such subdistributor must, prior to such appointment, enter into an enforceable written agreement with YOU that binds the subdistributors to obligations at least as broad as those of YOURS under this Sales Policy and restrictions at least as protective of rf IDEAS and the rf IDEAS intellectual property rights as those contained in this Sales Policy.

**ARTICLE III  
CONFIGURATION SERVICES TERMS**

**The following additional terms apply to YOU if YOU agree to purchase Configuration Services (defined below) from rf IDEAS.**

**S. Configuration Services**

For purposes of this Agreement, Configuration Services shall mean the configuration and/or secure provisioning of rf IDEAS readers.

**T. Cooperation**

In order for rf IDEAS to complete the Configuration Services, rf IDEAS will require

YOUR reasonable cooperation. YOUR reasonable cooperation may include, but is not limited to, providing rf IDEAS with information, files and data requested by rf IDEAS to complete the Configuration Services or to comply with applicable laws. YOU hereby agree to promptly respond to any request for cooperation or assistance. rf IDEAS shall not be liable for any failure or delay in the performance of the Configuration Services caused by YOU or YOUR representative's delay in assisting or cooperating with rf IDEAS.

#### **U. Authorization**

rf IDEAS may utilize third-party providers or subcontractors to perform any portion or all of the Configuration Services. YOU hereby authorize rf IDEAS to utilize a third-party provider or subcontractor to complete the Configuration Services at its sole discretion. YOUR obligations to cooperate under Section T shall apply to third-party providers and subcontractors. YOU hereby agree to cooperate with any reasonable requests from third-party providers or subcontractors. All communication or requests from YOU regarding the Configuration Services shall be directed to rf IDEAS.

#### **V. No Additional Warranty**

rf IDEAS makes no additional warranties beyond the warranty obligations related to Services provided under Section L of this Agreement. NO ADDITIONAL WARRANTY IS PROVIDED REGARDING THE CONFIGURATION SERVICES AND RF IDEAS HEREBY DISCLAIMS ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION THAT THE CONFIGURATION SERVICES AND DELIVERABLES WILL BE ERROR-FREE, ACCURATE OR FREE FROM DEFECTS AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

#### **W. Compliance with Law**

YOU hereby agree to comply with all applicable laws and regulations in connection with the Configuration Services. YOU hereby agree to maintain compliance with all laws applicable to the Configuration Services and notify rf IDEAS of any affirmative obligation that may be required of rf IDEAS in its provision of the Configuration Services to YOU prior to the commencement of the Configuration Services.

#### **X. Indemnification**

YOU agree to indemnify, defend and hold harmless rf IDEAS and its affiliated parties, and their directors, officers, agents, employees, successors, and assigns from any and all third party claims, suits, proceedings and the associated costs and fees (including reasonable attorneys' fees and expenses) to the extent that such claims arise from or are related in any way to, directly or indirectly, YOUR procurement, use or distribution of the Configuration Services.