

## Repair Services Agreement

This Repair Services Agreement (the "Agreement") is entered into this 1st day of September, 2024 by and between ASCENDA IT SRL. ("Buyer" or "Buyer") and RC ELECTRON SRL ("Provider.")

### Recitals

A. WHEREAS, Buyer markets, distributes and sells Electronical equipment, racks and related products for use in wireless communications systems. High quality customer support and product repairs is of paramount importance to Buyer.

B. WHEREAS, Buyer presently performs the following warranty and non-warranty services with respect to its products: (i) the interface with customers and the issuance of RMA numbers; (ii) the receipt of defective product from customers; (iii) diagnostic testing and the repair of defective product so that the product works in accordance with its specifications; (iv) the replacement of defective product with a replacement product, in certain cases; (v) shipping the repaired or replacement product back to the customer; and (vi) root cause analysis to the component level.

C. WHEREAS, pursuant to this Agreement, Buyer desires to outsource to Provider certain warranty and non-warranty repair services for Products returned from customers as described in this Agreement.

D. WHEREAS, Buyer is relying upon Provider's stated expertise and experience in providing repair services related to high quality complex electronic assemblies.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

### 1. Definitions.

A. "Product" means the Electronical equipment listed on Exhibit A hereto ("Product Attachment") which list may be amended from time to time by the parties.

B. "Repair Information" includes for a particular Product test data sheets, bills of material, operational method sheets, and in certain cases, as determined by Buyer, Product schematics and test code.

C. "Repair Services" means the diagnosis, root cause analysis to the component level (meaning that the faulty component is identified and replaced and does not include an analysis of what caused the failure), servicing and repair of the Products so that the Product, after repair, conforms to the Specifications for the Product. Repair Services include repairs to Products that are within the manufacturer warranty period ("Warranty Repair Services") and repairs of Products after the expiration of the manufacturer warranty period ("Non-Warranty Repair Services.") Repair Services include the replacement of parts when necessary and Repair Services shall be performed in accordance with applicable Buyer Repair Information.

E. "Specifications" means those physical, mechanical, electrical and other characteristics intended to define the performance, form, fit and function of a Product.

F. "Replacement Product" means either new or refurbished product which may be shipped to a customer as a replacement for Product which is returned within the applicable warranty period.

G. "Business Days" shall mean those days, from Monday through Friday, which are not declared as national holidays in the United States.

H. "Calendar Days" shall mean all days, Sunday through Saturday, which appear on the calendar from January 1 through December 31.

J. "Repair Parts" means components, materials and spare parts which are required to perform the Repair Services.

K. "RMA" means a return material authorization issued to a customer who desires to return a Product for repair or replacement.

L. "Affiliate" means with respect to a party hereto, a corporation that directly or indirectly controls, is controlled by or is under common control with that party.

M. "Intellectual Property" or "IP" means, throughout the world, all copyrights and any rights in the nature of copyright (including, without limitation, so called "neighboring rights," database rights and other "sui generis" rights), all patents, utility models, design patents, registered designs and other design rights, trade secrets and other intellectual or industrial proprietary rights including, without limitation, the right to apply for, file or register any of the foregoing and rights under such applications, filings or registrations.



N. "Quality Plan" shall include all documentation, processes and procedures necessary to repair, inspect, and test Products. The Quality Plan includes (1) IQA inspection and ECO control of material; (2) repair and process procedures; and (3) repair process control and quality control systems.

## **2. Term and Termination.**

2.1 This Agreement shall become effective when signed by an authorized representative of Buyer and Provider and the term of this Agreement is twenty four (24) months from the effective date. This Agreement will automatically renew for additional one (1) year terms after the expiration of the initial term unless either party receives from the other, at least six (6) months prior to the end of the initial term or any renewal term, written notice to terminate this Agreement at the end of the then current term.

2.2 This Agreement may be cancelled in whole or in part by either party by providing six (6) months advance written notice, provided, however, that the parties hereto may agree in writing to a shorter notice period. In the event of termination pursuant to this section 2.2: (a) termination of this Agreement will not prejudice accrued rights and liabilities of either party; (b) on termination or other discharge of this Agreement, Provider, will following Buyer's request, deliver to Buyer all Buyer property, including any consigned equipment; (c) Provider will stop work pursuant to this Agreement to the extent specified in the termination notice or as otherwise agreed to between the parties; (d) Provider will terminate all subcontracts and orders that relate to terminated work; and (e) Provider will complete the work in progress for all non-terminated work.

2.3 Either Buyer or Provider may terminate this Agreement upon the other party's material breach of this Agreement, provided that (a) the non-breaching party first shall have sent written notice to the breaching party describing the breach in reasonable detail and requesting it be cured, (b) the breaching party does not cure the breach within sixty (60) days following its receipt of such notice and (c) following the expiration of the sixty-day cure period, the non-breaching party sends a second written notice to the breaching party indicating that the non-breaching party has terminated the Agreement. The following will be considered a material breach of this Agreement: (i) the failure of either party to perform or observe any material term, condition or covenant to be performed by it under this Agreement; or (ii) an unauthorized assignment of this Agreement.

2.4 Buyer or Provider may terminate this Agreement immediately, upon written notice to the other party if either party becomes insolvent or is declared bankrupt, or if a receiver and manager, liquidator, trustee in bankruptcy or other officer with similar powers is appointed over all or a substantial part of the assets of that party, or if that party files for bankruptcy or any similar law or any equivalent event occurs under any relevant jurisdiction. The termination of this Agreement will not affect any Order which has been dated and acknowledged prior to the effective date of termination.

2.5 Upon any termination, the parties will use commercially reasonable efforts to cooperate in the orderly wind down of repair operations of Buyer, taking into account Buyer's need to avoid interruption of repair services. Upon termination of this Agreement, the Provider agrees to meet in good faith with Buyer to create and execute a transition plan which may include: (i) a transfer of all Repair Parts at a price to be agreed upon; (ii) the return of all Buyer property, including any consigned equipment, components, materials or spare parts; (iii) a schedule to complete the remaining repair work; and (iv) any other items to be agreed upon between the parties. Subject to Provider's confidentiality obligations and security requirements, Buyer may audit the Provider during the winding down of operations concerning any Buyer assets.

## **3. Scope of Work.**

3.1 In consideration of the payment by Buyer of the prices set forth in the Pricing Schedule attached hereto as Exhibit B, Provider will perform the work and services required by the "Scope of Work," a copy of which is attached hereto as Exhibit C, and incorporated herein by this reference, and as further described herein. The Scope of Work may evolve during the term of this Agreement as required to support the Buyer's business requirements, and any changes in the Scope of Work and the cost of any additional work contemplated by such changes must be approved by Buyer and Provider. From time to time, Buyer may request that Provider provide additional services outside the Scope of Work. The additional services shall be priced in a manner which is agreed upon by Buyer and Provider. In the event of any conflict between the Scope of Work and this Agreement, the terms of the Scope of Work shall prevail.

3.2 The Repair Services to be performed by Provider in Phase I generally include the following:

- Root cause analysis to the component level (as described in section 1C).
- The performance of Repair Services with respect to the Product.

- In certain cases, the replacement of the Product.



During Phase I, Buyer will interface with the customer and issue RMA numbers as well as handle the logistics of sending Replacement Product to customers, if necessary. During Phase II, which is

currently scheduled to begin January 1, 2025, Provider shall be responsible for the following additional services: (1) procuring from third parties who are on Buyer's authorized vendor list ("AVL") Repair Parts necessary to meet forecasted demand; (2) logistics support, which includes receiving, planning, packaging and shipping; (3) the logistics of sending Replacement Products to customers, if necessary; and (4) receiving of Product that is returned by a customer because it is believed be defective. Prior to Phase II, Buyer and Provider shall develop a transition/project plan for the transfer of such functions to Provider in a manner which is not disruptive to customers. Buyer and Provider shall hold regular planning and transition meetings to assure a smooth transition of such functions.

3.3 In order to enable Provider to perform the Repair Services, Buyer grants to Provider a non-exclusive, non-transferable, non-sublicensable right and license to use the Repair Information and any Buyer Intellectual Property Rights and Confidential Information contained therein, to provide Repair Services for the Products. The Repair Information may not be used for any other purpose. No further rights, either express or implied, are granted to Provider with respect to any other products of Buyer. All right, title and interest in the Repair Information and Buyer Intellectual Property Rights, including any Intellectual Property Rights contained in the Products or in the Repair Information, shall remain in and be owned by Buyer without any restriction. Except for the limited right to use the Repair Information to provide Repair Services, Provider is not granted and will have no right, title or interest in or to any Intellectual Property Rights of Buyer. Promptly after the execution of this Agreement, Buyer shall disclose to Provider such portions of the Repair Information not previously disclosed, which disclosures shall be under conditions of confidentiality as specified in section 8 of this Agreement.

3.4 The quality of the Repair Services is of paramount importance to Buyer's reputation and the reputation and marketing of the Products. Buyer relies on the Repair Information to identify, communicate, establish and implement standards with respect to the provision of the Repair Services. Accordingly, Provider is obligated to adhere to the Repair Information in performing the Repair Services. Provider shall not deviate from or modify the Repair Information when performing Repair Services, without the prior written consent of Buyer.

#### **4. Performance Standards for Repair Services.**

4.1 Provider will perform the Repair Services at a level of performance which complies with the warranties and turnaround times specified in Section 9 below. Provider will seek to identify methods for improving the quality, efficiency and cost-effectiveness of the Repair Services where practical and will notify Buyer of such methods. Provider and Buyer will mutually agree upon management reports to ensure the performance metrics and service levels specified in the Scope of Work ("Performance Standards") are met. These tools are to be detailed in the Scope of Work.

4.2 If Provider fails to attain or maintain its Performance Standards, Provider will (i) promptly investigate the cause of the problem; (ii) within 5 business days after it has notice of such problem, prepare a report that identifies the cause of the problem and recommend solutions; (iii) use best efforts to correct the problem and to begin meeting the Performance Standards as soon as practicable, and (iv) keep Buyer apprised of the status of the remedial efforts.

4.3 Provider and Buyer will periodically review the existing Performance Standards and Buyer's business requirements and goals and will make mutually agreeable adjustments to them as appropriate, as well as any mutually acceptable adjustments to the Scope of Work as may be required in connection therewith. The parties expect and understand that the Performance Standards and the performance by Provider of the Repair Services should improve over time.

**5. Repair Parts and Packaging Materials.** During Phase I, Buyer shall supply to Provider, at no charge, all Repair Parts and packaging materials necessary to perform the Repair Services. During Phase I, Buyer is responsible for insuring that there is no shortage of Repair Parts necessary to perform Repair Services. During Phase II, Provider shall maintain an inventory of Repair Parts needed to perform the Repair Services, the quantity and mix of Repair Parts to be mutually agreed on between the parties and based on Buyer's historical return rates and failure analysis. Provider shall purchase the Repair Parts only from vendors on the AVL. In addition, during Phase II, Provider shall maintain a supply of packaging materials to be used when shipping repaired Product, which packaging materials shall be in conformance with the requirements of Buyer, at the cost and expense of Provider.

#### **6. Contract Management.**

6.1 Each party will designate a contract representative. Each party may, from time to time, change the designated contract representative by providing notice to the other party. The parties will have the option, but will not be obligated, to designate alternate contract representatives and alternate project managers.

6.2 Buyer and Provider management will meet at least quarterly during the term of this Agreement. The purpose of these meetings (each of which shall be referred to as a "Quarterly Business Review") is to discuss Buyer's repair and/or reverse



logistics and business requirements and goals and ways to better align the services provided under this Agreement in support thereof. The Quarterly Business Review meetings will provide a forum for discussions regarding Buyer's current and anticipated needs and Provider's performance and anticipated requirements.

6.3 Provider may not delegate or subcontract any of its obligations under this Agreement without the prior written consent of Buyer. With respect to any of obligations under this Agreement that Provider proposes to subcontract, Provider will specify to Buyer in writing (a) the specific portions of the services that it proposes to subcontract, (b) the scope of the proposed subcontract, (c) the identity, background and qualifications of the proposed subcontractor, and (d) the financial background of the subcontractor. Provider will remain responsible for the performance of all obligations performed by sub-contractors to the same extent as if such obligations were performed by its employees. Provider will not disclose any Confidential Information to any subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in a manner substantially equivalent to that required of Provider.

**7. Audit Rights/Record Keeping.** Buyer and its, auditors, consultants and inspectors shall be entitled, upon reasonable notice, to inspect, audit and review Provider's facility and repair procedures to assess Provider's compliance with the quality standards, Repair Information and any applicable Specifications and security requirements. At Buyer's option, such audits shall be conducted at least monthly for the first six months of the term of this Agreement and thereafter on a quarterly basis. Buyer shall also be entitled to conduct "surprise" audits in the event that Buyer, in good faith believes that, with respect to physical or IT security (i) security has been, or is about to be, breached, or (ii) Provider fails to meet Buyer's minimal security requirements. Any deficiencies revealed by the audits will be addressed within 10 business days by submission to Buyer by Provider of corrective action plans, each of which will provide a timetable, subject to Buyer's approval, for such corrective action. Provider will provide reasonable assistance to Buyer's auditors and inspectors at no additional cost or expense to Buyer. Following successful completion of these audits, Provider shall receive written certification from Buyer that Provider's Repair Services comply with Buyer's policies and procedures. In the event that Provider does not correct the deficiencies disclosed by such audits to Buyer's reasonable satisfaction within the agreed-upon timeframes, then Provider shall be in default of this Agreement and the Parties shall have all rights and remedies pursuant hereto.

Provider will maintain complete and accurate records of, and supporting documentation for all amounts billable to and payments made by Buyer in accordance with generally accepted accounting principles applied on a consistent basis. Provider will retain all records related to this Agreement for a period of three years. During the term of this Agreement and during the period for which Provider is required to maintain such records, upon Buyer's reasonable prior notice, Provider shall provide access during normal business hours to such records relating to bills of material, overhead costs and quality for the purpose of verifying the accuracy of Provider's charges.

**8. Confidentiality.** Provider Corporation Limited and Buyer entered into a Mutual Non Disclosure Agreement dated as January 1, 2025 ("NDA") and the relationship of Provider and Buyer with respect to each other's Confidential Information shall be governed by the NDA. Provider agrees to the terms and conditions of the NDA, which are incorporated herein by this reference. The NDA shall remain in force for the term of this Agreement including any renewal or extension terms.

## **9. Warranties/Quality Plan/Turnaround Times.**

**9.1** Provider represents and warrants to Buyer that the Repair Services will be performed in a professional manner, in compliance with the applicable Product Specifications and Repair Information. Provider agrees to follow Buyer's Repair Information and service procedures in providing Repair Services for the Products. If Provider fails to perform the Repair Services as warranted above, Provider will promptly correct any errors or deficiencies or reperform the Repair Services, at no additional cost to the customer. In addition, Provider warrants that any repaired Product will be free from defects in workmanship in connection with the Repair Services performed for a period of 10 years following completion of the Repair Services.

**9.2** Provider shall establish and maintain a Quality Plan and inspection program sufficient to assure that the Products repaired by Provider will meet the requirements stated in the Specifications and the Repair Information and service procedures for the Products. Provider shall keep and maintain proper repair, test and related records, which shall be available for inspection by Buyer and shall allow copies to be made and extracts to be taken, and shall furnish all information which may be required by Buyer with respect thereto.

**9.3** All Product repairs shall be completed within ten (10) business days and shall be shipped to the customer within ten (10) business days from the date on which Provider receives the returned Product from the customer. If Provider does not comply with the ten business day turnaround time and such failure is not caused by Buyer or an event of force majeure and the failure results in Buyer incurring a penalty or expenses to its customer, then Provider and Buyer agree to discuss appropriate financial accommodations.



10.1(a) The unit prices for both Warranty Repair Services and Non-Warranty Repair Services are specified on Exhibit B. The price for the Repair Services for each Product will be quoted in US Dollars using an agreed upon pricing model whereby the Repair Parts cost information is agreed to and the assembly/test labor rates, and profit and overhead rates are per Exhibit B. Provider acknowledges that, except as expressly provided otherwise in this Agreement, expenses that Provider expects to incur in performing the Repair Services and the other items outlined in the Scope of Work (including overhead, travel and lodging, the operation and maintenance with respect to physical facilities,) are included in the Scope of Work and are reflected in the prices to be charged to Buyer for the Repair Services and, as such, are not separately reimbursable by Buyer. Within ninety (90) days following the execution of this Agreement Provider and Buyer will meet and review the pricing structure for the Repair Services and the headcount required to perform the Repair Services and make such adjustments as are mutually agreed.

10.1(b) Prices will be subject to review by the parties on a quarterly basis (and at such other times as may be agreed) at the Quarterly Business Review to be arranged by the authorised representatives of the parties. Price adjustments may be implemented as the parties agree. Changes to prices, and the manner and timing of their implementation, will be agreed by the parties on a fair and reasonable basis at such review meeting.

10.2. If Provider offers a better price or pricing formula to any third party for similar Repair Services, based on similar volumes, under substantially similar terms and conditions and in similar geographies then the Provider agrees to offer such price or pricing formula to Buyer retroactively as of the date first offered to the third party. Provider agrees to fulfill its obligations in this Section in good faith

10.3 Repair Services shall be invoiced upon shipment of the Repaired Product to the customer. Payment terms shall be forty-five (45) Calendar Days payable in US Dollars, from the date of invoice. Buyer may deduct from Provider's invoices any moneys owed Buyer by Provider. If Buyer in good faith believes that amounts invoiced are in excess actual amounts owing or there is a billing error, it shall promptly notify Provider in writing. The parties agree to reconcile disputed invoices, billing inaccuracies and other discrepancies or errors within ten (10) days after Buyer has notified Provider in writing of a disputed invoice. Provider agrees to provide Buyer with documentation and other information with respect to each invoice as may be reasonably requested by Buyer to verify that Provider's charges to Buyer are accurate, correct, and valid.

10.4 Unless Buyer provides appropriate exemption certificates, Buyer will be responsible for and will pay all taxes including value added taxes, duties or other governmental or regulatory charges in any country resulting from the performance of this Agreement, except for any income related taxes for which Provider is directly liable. Provider shall notify Buyer of any such tax liabilities incurred on behalf of Buyer or arising in connection with doing business with Buyer as soon as practicable and will make all reasonable efforts to minimize the amount of any such tax liabilities.

## 11. Personnel Issues.

11.1 Provider agrees that upon the execution of this Agreement, it will offer employment to each of the individuals listed on Exhibit D ("Employees.") Provider agrees to provide base salary or hourly rates of pay to the Employees consistent with their current compensation at Buyer. Provider shall not be required to assume, adopt or accept any employee benefit plan, program, policy or arrangement of Buyer with respect to the Employees, including, without limitation, any stock option, bonus, compensation, retirement, profit sharing, vacation, medical, disability benefit, life insurance or severance pay plan, contract, practice, program, policy or arrangement and shall have no liability whatsoever under any such employee benefit plan, contract, practice, program, policy or arrangement.

11.2 Except as expressly set forth herein, during the term of this Agreement and for a period of six (6) months after the expiration or earlier termination of this Agreement, Provider will not without the prior written consent of Buyer, solicit for employment directly or indirectly, nor employ, any employee of Buyer or its Affiliates substantially involved in the performance of Buyer's or its Affiliate's

obligations under this Agreement, without the prior written consent of Buyer (other than employees of Buyer or its Affiliates who are terminated thereby). Except as expressly set forth herein during the term of this Agreement and for a period of six (6) months after the expiration or earlier termination of this Agreement, Buyer will not, and will cause its Affiliates to not, solicit for employment directly or indirectly, nor employ, any employee of Provider involved in the performance of Provider's obligations under this Agreement, without the prior consent of Provider (other than Provider's employees who have been terminated by Provider). Notwithstanding the foregoing, any Party may at any time make general solicitations for employment to a broad class of persons which may include the aforescribed employees. General solicitations shall include any solicitation for employment by any party that is not targeted primarily to one or more of the aforescribed employees.

## 12. Facilities.

12.1 During the term of this Agreement, Buyer shall provide to Provider approximately 10,000 square feet of production floor space on the first floor at its facility at 1801 E. St. Andrew Place, Santa Ana, California (the "Space"), at no charge, to enable Provider to perform the Repair Services at Buyer's facility. The Space shall encompass that portion of the facility as





depicted on the diagram on Exhibit E and shall be the area where Buyer presently performs RMA. In addition, Buyer shall provide two offices on the second floor of its facility at 1801 St. Andrew Place for use by Provider management.

12.2 In addition, Buyer shall provide the following additional services/materials for the Space, at no charge: (i) telephone service to the Space, which includes telephone cabling and telephone hand sets; and (ii) cubicles per the diagram specified on Exhibit E; and (iii) office furniture and telephones for the two offices on the first floor. Provider shall be responsible for supplying all other office equipment it requires. Buyer will monitor the telephone usage charges incurred by Provider and if it believes the charges are excessive it shall raise the issue with Provider and the parties shall negotiate, in good faith, an equitable split of the costs.

12.3 Provider agrees to use the Space only to perform Repair Services for Buyer and shall control the conduct of its employees. Provider agrees to comply with all Buyer security rules and policies regarding the conduct of work while on Buyer property. If Provider desires to use additional space in Buyer's facility, the parties shall discuss and mutually agree upon terms for such additional space.

### **13. Consigned Equipment.**

13.1 It is anticipated that Buyer will consign certain test equipment ("Consigned Equipment") to Provider to enable Provider to repair Products. Exhibit F is a listing of Consigned Equipment and the parties agree to update this listing as necessary to reflect additions or deletions. The Consigned Equipment may not be used to repair products for any party other than Buyer and Provider agrees to not use any of the Consigned Equipment in the repair, testing, assembly or shipping of product for any third party. In addition, Provider shall not rent or loan any of the Consigned Equipment to a third party or do any other act that would infringe the ownership rights of Buyer. During Phase I, Buyer shall be responsible for scheduled maintenance and calibration of the Consigned Equipment as well all major repairs. During Phase II, if requested by Buyer, Provider, at its own cost, shall be responsible for providing scheduled maintenance and calibration of the Consigned Equipment and the parties shall mutually agree upon who shall pay for major repairs to Consigned Equipment. Provider shall maintain proper and separate books and records for the Consigned Equipment. Provider shall exercise due care for the Consigned Equipment and they will be stored in a manner that affords ready inspection and identification. Buyer, may upon reasonable notice and subject to security requirements, request an inspection of the Consigned Equipment. Provider shall bear the risk of loss of and damage to the Consigned Equipment while in its possession. Upon reasonable notice, Buyer may require the return or transfer of equipment that it owns, if any and Provider shall promptly comply with any such request. Provider, on a quarterly basis, will do an inventory of Consigned Equipment and tag all Consigned Equipment with identification indicating that they are owned by Buyer.

14. **IT Systems Support.** Provider agrees to facilitate the communication and system logic links of specific IT functions and data bases with Buyer systems including but not limited to quality and shop floor control systems, documentation and ECO control systems, advanced shipping notices and inventory and order management systems as described in the Scope of Work. Provider will conform to information technology best practices to ensure the security of intellectual property both residing at Provider and communicated externally to/from Buyer. Provider and Buyer will jointly develop web based systems to improve communications.

15. **Force Majuere.** Neither of the parties shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of any event, which is beyond their control and without its fault or negligence. Such events (collectively referred to herein as "Excusable Delay") may include, but are not restricted to Acts of God, or of the public enemy, acts of government in either its sovereign or contractual capacity, strikes, lockouts, transportation disruptions or freight embargoes, and riots, quarantine restrictions, mutinies, civil commotion, floods, fire, epidemics, power shortages or war.

### **16. Industrial Property Rights.**

16.1 No Repair Information or Specifications furnished under this Agreement or Consigned Equipment shall be duplicated or furnished to others or used to produce or repair products for others without the prior written consent of Buyer. Provider shall take appropriate measures to protect Buyer proprietary rights in the Repair Information, Specifications and Products, including the following: (1) restricting access to the portion of the Provider facility used for repairing Buyer Products to only Provider's employees on a need to know basis or need to perform basis or involved in the repair, assembly and testing of the Products or when specifically approved by Buyer; and (2) treating all proprietary information of Buyer with the same degree of care it uses to protect the confidentiality of its own information, which shall not be less than reasonable care. Provider shall not use or disclose any Buyer intellectual property except in furtherance of the repairing the Product in accordance with the terms of this Agreement. Provider shall provide secure facilities and segregate Buyer's Products from Buyer's competitor's products within the facility. Provider shall take the following measures to maintain the security of the dedicated area related to the Products: (i) maintain walls or partitions to segregate the physical area; and (ii) restrict access to the segregated area through card key access or other such security procedures that prevent unauthorized individuals from entering the work area and keep entry-exit logs.



Section 3.3. No ownership rights are granted to Provider and Provider's permissible use of the Buyer IP is as stated in this Agreement. All existing IP of Provider will continue to be owned by Provider and all IP arising in the course of Provider's performance of this Agreement relating to Provider's repair know-how or repair process will be owned by Provider other than IP developed based on Buyer's IP related to the Products which shall be owned by Buyer. With respect to any IP licensed to Provider by third parties, Provider warrants that such license is in good standing and includes all necessary rights to permit Provider to perform its obligations under this Agreement. Nothing contained herein will be deemed to grant to Provider either directly or by implication, estoppel or otherwise, any license or other right under any patents, patent applications, or non-patent rights owned by or licensed to Buyer or its affiliates, except as necessary only for the limited purpose of performing its obligations under this Agreement. Buyer and Provider may not use any IP of the other party for any other purpose.

**17. Publicity.** Neither party shall, without first obtaining the prior written consent of the other party, in any manner advertise or publish the fact that either party has entered to this Agreement, or use any trademarks or trade names of the other party in advertising or promotional material. In the event that one party is required by law to make a disclosure or press release the review and approval of the other party of such press release shall not be unreasonably delayed or withheld.

**18. Insurance.** Prior to performing its obligations under this Agreement, Provider shall procure and maintain insurance for the types of coverage and limits of liability as follows: (a) Commercial general liability, including suppliers, contractual liability, business interruption insurance, personal injury, broad form property damage, products/completed operations with limits of at least \$ 1,000 per occurrence and in the aggregate; (b) Workers compensation to the extent required by statute together with statutory disability benefits liability in all applicable jurisdictions; (c) such other comparable insurance or other types of insurance that are required or customary in the jurisdiction where Provider will perform repair services for Buyer. Buyer shall be named an additional insured under the general liability policy. The insuring company must be reputable. All coverages must be primary and noncontributory, and maintained without interruption during the term of this Agreement. Upon request, Provider shall provide Buyer with certificates of insurance evidencing the above coverages. Upon reasonable notice to Provider, and subject to Provider's security and confidentiality requirements Buyer's insurance carriers may inspect the facilities where Buyer's assets are maintained.

**19. Indemnification.**

**19.1** Provider shall and hereby does defend, indemnify and hold harmless Buyer, its Affiliates, officers, directors and employees (all referred to in this section 19 as "Buyer") from any and all third party claims, damages, costs, fees, expenses, losses, including reasonable attorneys' fees to the extent that such claims, damages, costs, fees, expenses, losses, result from (i) a claim that Provider's repair of a Product was the cause of any property damage or personal injury or (ii) death, personal injury or property damage arising from the negligent acts or omissions of Provider or the willful misconduct of Provider, provided that Provider is given prompt notice of such claim and Buyer provides Provider with reasonable assistance and cooperation in the defense of the claim and shall permit Provider to control the defense of the claim. Buyer may employ counsel, at its own expense, to assist in the defense of the claim. Buyer shall have no authority to settle any claim on behalf of Provider.

**19.2** Buyer shall and hereby does indemnify, defend and hold harmless Provider, its Affiliates, officers, directors, employees (all referred to in this section 19 as "Provider") from and against all third party claims, costs, damages, fines, losses and expenses (including reasonable attorneys fees) to the extent that such claims, costs damages, fines, losses and expenses result from: (i) death, personal injury or property damage arising from Buyer's negligent acts or omissions or willful misconduct; or (ii) any intellectual property infringement claim arising from any written specifications supplied by Buyer to Provider, provided that Provider gives Buyer prompt notice in writing of the claim, provides reasonable assistance and co-operation to Buyer in defense of the claim and permits Buyer to control the defense of the claim. Provider may employ counsel, at its own expense, to assist in the defense of the claim. Provider shall have no authority to settle any claim on behalf of Buyer.

**20. Limitations of Liability.**

**20.1** Neither party excludes or limits its liability for death or personal injury resulting from its negligence nor liability for breach of any term implied by statute to the extent that such liabilities cannot by law be limited or excluded.

**20.2** IN NO EVENT SHALL EITHER PARTY, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOST SAVINGS, OR LOSS OF USE ARISING OUT OF THIS AGREEMENT.

**21. Miscellaneous.**

**21.1** The waiver of either party of a breach of any provision of this Agreement shall not constitute a waiver of any succeeding breach of the same or any other provision. The failure of either party to require performance by the other party of any provision of this Agreement shall not affect the right to require such performance in the future.

21.2 All notices required or permitted to be given by Buyer or Provider to the other party under the terms of this Agreement shall be written in English and shall be effective on the day of service if served personally or by facsimile transmission with confirmation, or three business days after mailing if mailed by First Class mail, registered or certified, postage prepaid. All notices and correspondence concerning this Agreement shall be sent to the parties hereto at:

**Buyer**

ASCENDA IT SRL.  
1015600003378  
Str Kiev 6/1 Chisinau MD2068

Attn: Alexandru Paladi

TEL +37322450750

**Provider**

RC ELCETRON SRL  
1014600007623  
str. Calea Ieșilor, 16, Chișinău,  
MD2069

Attn: Radu Ciobanu

TEL +37378886860

21.3 This Agreement is for the benefit of the parties hereto and not for any other person except as specifically provided herein. The invalidity, in whole or in part, of any article or paragraph hereof shall not affect the validity of the remainder of such article or paragraph or of any agreement resulting therefrom. Any rights or obligations under this Agreement which by their nature continue after termination will remain in effect until they are completed.