

CORSA TECHNOLOGY

Corsa Technology (“Corsa”) and the undersigned Ordering Activity under GSA Schedule Contract (“Ordering Activity”) agree to be bound by the terms of this Agreement by both parties executing this Agreement in writing.

1. **Orders.** To order Product(s), a purchase order must be completed which includes: (i) unit quantity; (ii) shipping destination; (iii) delivery date; and (iv) any other instructions or requirements pertinent to the order.
2. **Reserved.**
3. **Reserved.**
4. **Modifications/Product Discontinuance.** Corsa may modify the specifications and design of Products at any time without prior notice to Purchaser, provided such Products substantially conform to the form, fit, and function of the original Products. Corsa may discontinue offering any Product at any time. In the event that Corsa discontinues a Product that Ordering Activity has contracted for, Ordering Activity shall be entitled to a pro rata refund for an feeds paid not used.
5. **Proprietary Rights.** Corsa and its licensors and suppliers shall retain all intellectual property rights in and to the Products and their related packaging and materials. Purchaser shall not: (a) reverse engineer, decompile, disassemble or create any derivative works based on the Products except to the extent expressly permitted by applicable law; (b) circumvent any user limits or other use restrictions that are built into the Product; (c) remove any proprietary notices, labels, or marks from the Product; or (d) acquire and use the Product in order to (i) build a competitive product; or (ii) copy any features or functions of the Product. If any Product contains software and/or firmware, Purchaser is authorized to use such software and/or firmware solely on the terms of the license agreement provided to Purchaser. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the Ordering Activity shall receive unlimited rights to use such derivative works at no further cost.
6. **LIMITED WARRANTY.**

Standard Products: Subject to the limitations and exclusions in this Agreement, Corsa warrants that Products as delivered will, for one (1) year (or, for development boards and kits, and programming cables, ninety (90) days) following the date title for such Products transfers to Purchaser hereunder, be free from material defects in materials and workmanship and will substantially conform to Corsa's publicly available Product datasheets and known errata in effect on such date (“**Warranty**”).

The Warranty does not apply to and excludes to the maximum extent permitted by applicable law: (i) Engineering prototypes and pre-production Products; (ii) Corsa products procured from unauthorized sources; (iii) Products that have been subject to misuse, mishandling, accident, alteration, neglect, or unauthorized repair or installation; (iv) Products returned to Corsa in a condition not suitable for failure analysis, (the items described in subparagraphs (i) to (iv) inclusive being, collectively, “**Excluded Items**”).

Purchaser waives any right to assert a warranty claim unless such claim was made with written notice to Corsa prior to expiration of the warranty period and setting out in as much detail as possible the nature of the claim. For any breach by Corsa of the Warranty, the exclusive remedy of Purchaser and the sole liability of Corsa shall be, at the option of Corsa, to replace or repair the affected Products, or if neither is feasible in Corsa's sole opinion, to refund to Purchaser the price paid to Corsa for the affected Products. Purchaser cannot return Products without first obtaining a Return Material Authorization (RMA) from Corsa. The availability of and warranty period for replacement Products is subject to product discontinuance policies from time to time.

Engineering Prototypes and/or Pre-production Products: Engineering Prototypes and/or Pre-production Products are made available solely for purposes of research, development and prototyping. Purchaser agrees not to use these for production purposes and no warranties are provided for the same. Engineering Prototypes and/or Pre-production Products are provided on an ‘as is’ basis and constitute Excluded Items.

THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND NON-TRANSFERABLE. CORSA DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE OR OTHERWISE HOWSOEVER ARISING.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (1) ALL EXCLUDED ITEMS ARE SOLD "AS-IS" WITH NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY; (2) CORSA DOES NOT WARRANT OR REPRESENT THAT EXCLUDED ITEMS ARE FULLY VERIFIED, TESTED, OR WILL OPERATE IN ACCORDANCE WITH THE SPECIFICATIONS; (3) CORSA DISCLAIMS ANY OBLIGATIONS FOR TECHNICAL SUPPORT AND BUG FIXES RELATING TO EXCLUDED ITEMS; (4) CORSA WILL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OF EXCLUDED ITEMS IN ANY MANNER WHATSOEVER, REGARDLESS OF WHETHER OR NOT CORSA HAS BEEN ADVISED OF THE POSSIBILITY THEREOF OR THEY ARE REASONABLY FORESEEABLE; (5) CORSA MAKES NO WARRANTY OR REPRESENTATION THAT EXCLUDED ITEMS PROVIDE ANY PARTICULAR FUNCTIONALITY, OR THAT EXCLUDED ITEMS WILL MEET THE REQUIREMENTS OF A PARTICULAR PURCHASER APPLICATION; (6) CORSA DOES NOT WARRANT OR REPRESENT THAT EXCLUDED ITEMS ARE ERROR-FREE, NOR DOES CORSA MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; AND (7) THE FOREGOING STATES THE ENTIRE LIABILITY OF CORSA WITH RESPECT TO EXCLUDED ITEMS.

7. **RMA Procedure.** If a material defect arises during the warranty period for a Product, the following procedure should be followed before returning the allegedly defective Product to Corsa. No Product(s) may be returned to Corsa without a Return Merchandize Authorization (an “RMA”) number. Prior to return of any Product(s) to Corsa for any reason, Purchaser shall first request an RMA number from Corsa (which may be requested through any telephone numbers or email addresses provided by Corsa to Purchaser for this purpose) and advise Corsa of the quantity, serial number(s), original purchase order number(s), and shall provide a detailed reason for such Product(s) return. Corsa will accept warranty returns only after an RMA number is issued by authorized Corsa personnel for the return of such Product(s). Unauthorized Product returns, or Product returns that fail to display the appropriate RMA number, shall be subject to reshipment to Purchaser, freight collect. Within thirty (30) days of receiving Product(s) returned under warranty, Corsa shall assess the returned Product(s) and provide a response. Where the warranty claim is valid, Corsa shall, within sixty (60) days of the return of the applicable Product, repair or replace the Product or issue a credit to Purchaser for the purchase price of such Product. Corsa shall be responsible for all shipping and handling costs for any replacement Product(s) that it ships to Purchaser. Replacement Product(s) may consist of both new and used components or may have been previously installed. All Product(s) that are replaced become the property of Corsa.
8. **Limitation of Liability.** CORSA (INCLUDING ITS AFFILIATES, SUBCONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, DIRECTORS OR EMPLOYEES) SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, RELIANCE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, PROPERTY DAMAGE, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS) WHETHER ARISING FROM CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT OR ANY OTHER THEORY OF LIABILITY. IN NO EVENT SHALL LIABILITY UNDER THESE TERMS TO PURCHASER, REGARDLESS OF THE BASIS OF LIABILITY OR THE FORM OF

ACTION (INCLUDING FUNDAMENTAL BREACH, TORT, MISREPRESENTATION, OR OTHER CONTRACTUAL OR TORT CLAIM), EXCEED TOTAL PAYMENTS MADE BY PURCHASER TO CORSA FOR THE PRODUCT(S) DIRECTLY RELATED TO ANY ACTION BROUGHT BY PURCHASER. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. §§ 3729-3733. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; OR FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

9. **Reserved.**
10. **Reserved.**
11. This agreement is governed by United States Federal law.

Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. Vendor shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204.

Vendor recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, and Purchase Order(s), sets forth the entire agreement and understanding of the Parties relating to the object hereof and merges all prior discussions and agreements of the matter hereof between them. A negotiated purchase order would take precedence as the negotiated purchase order would demonstrate any changes to these terms to meet the ordering activity's minimum needs.

Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f)