

Terms and Conditions

The following Terms and Conditions (the "Terms") together with the attached Purchase Order (collectively, this "Agreement") set forth the terms and conditions on which Lynn Electronics LLC has agreed to purchase, and Supplier has agreed to supply certain products and services. All capitalized but undefined terms in these Terms will have the meanings ascribed to them in the Purchase Order. Supplier's acceptance or acknowledgement of the Purchase Order or commencement of performance thereunder, constitutes Supplier's acceptance of this Agreement.

1. **PRODUCTS; SERVICES; DELIVERABLES.** For purposes of this Agreement, the following terms shall have the following definitions: (i) "Products" means any products, software, equipment and/or hardware which were created or developed prior to or independent of Services performed hereunder and which shall be sold or licensed by Supplier to Lynn Electronics LLC as described in the Purchase Order; (ii) "Services" means the services, functions and responsibilities performed by Supplier for Lynn Electronics LLC as described in the Purchase Order; and (iii) "Deliverable" means a milestone requirement or work product to be created or developed by Supplier for Lynn Electronics LLC as described in the Purchase Order or as a result of the Services performed hereunder as described in the Purchase Order.

2. **PAYMENT TERMS; CHANGES.** All fees include all charges for packing, hauling, storage, transportation to point of delivery, and taxes, including, but not limited to, VAT, withholding, local taxes and other governmental levies or charges. Lynn Electronics LLC will not be obligated to pay Supplier any amounts for the Products, Deliverables, and Services, or reimburse Supplier for any expenses, other than those expressly described in the Purchase Order. This Agreement may not be modified or amended except in writing signed by the parties. Without limiting the foregoing, Lynn Electronics LLC may, at any time, request changes within the general scope of the Purchase Order. If any such change causes an increase or decrease in the cost of or the time required for performance of the Purchase Order, an equitable adjustment will be made in writing to the Purchase Order price or delivery schedule or both. All invoices issued pursuant to the Purchase Order will reference the Purchase Order number provided by Lynn Electronics LLC. Supplier represents and warrants that the rates and prices charged for each of the Products, Deliverables and Services under this Agreement will be at least as low as the rates and prices charged by Supplier to buyers of similar value, volume and geographic location as Lynn Electronics LLC under substantially similar conditions.

3. **DELIVERY.** Time is of the essence with respect to the delivery of all Products, Services, and Deliverables. Shipment and delivery must be completed within the delivery schedule specified on the Purchase Order. Lynn Electronics LLC, without limiting any of its rights or remedies in law or equity, reserves the right to cancel the Purchase Order without liability and to charge Supplier with any loss incurred as a result of Supplier's failure to make the delivery within the delivery schedule specified. Except as otherwise expressly set forth in the Purchase Order, all Products and Deliverables will be delivered DDP Lynn Electronics LLC's site (ICC Incoterms 2010) to the address specified in the Purchase Order during Lynn Electronics LLC's normal business hours or as otherwise instructed by Lynn Electronics LLC and title to the Products and Deliverables shall pass to Lynn Electronics LLC at the same time as the risk passes to Lynn Electronics LLC on the said DDP term. Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the Products and Deliverables being shipped to Lynn Electronics LLC will be free of damage. Packaging must be adequate to allow for rough handling during transit, exposure to extreme temperatures, salt and precipitation during transit and open storage, with consideration for the type of Products and Deliverables and transportation mode. Lynn Electronics LLC reserves the right to reject any shipment that is deemed not to have been packaged adequately.

4. **INSPECTION; ACCEPTANCE** Within 30 days of Lynn Electronics LLC's receipt of the Products or Deliverables Lynn Electronics LLC may reject any or all of the Products and Deliverables that do not conform to Lynn Electronics LLC's requirements. At Lynn Electronics LLC's option, Lynn Electronics LLC may, at Supplier's risk and expense, (i) return the non-conforming Products or Deliverables to Supplier for a refund or credit; (ii) require Supplier to replace the non-conforming Products or Deliverables; (iii) require Supplier to repair the non-conforming Products or Deliverables so that they meet the requirements; or (iv) accept the non-conforming Products or Deliverables conditioned on Supplier providing a refund or credit in an amount Lynn Electronics LLC reasonably determines to represent the diminished value of the non-conforming Products or Deliverables. Lynn Electronics LLC's payment to Supplier for Products or Deliverables prior to Lynn Electronics LLC's timely rejection of such Products or Deliverables as non-conforming will not be deemed as acceptance

by Lynn Electronics LLC.

5. **WARRANTIES; DISCLAIMERS.** Supplier represents, warrants and covenants to Lynn Electronics LLC that: (i) the Services will be performed by qualified personnel in a timely, professional, and workmanlike manner, consistent with the prevailing industry standards; (ii) each Product and Deliverable will operate and conform to the performance capabilities, functions, specifications, and other relevant descriptions and standards set forth in the Purchase Order, and in the user manuals, technical reference manuals, and other similar documentation provided by Supplier related to any such Products and Deliverables for a period of twenty four (24) months following Lynn Electronics LLC's date of receipt of the applicable Product or Deliverables ("Warranty Period") and Supplier will, at its sole cost and expense, repair or replace any defective or non-conforming Products or Deliverables during the Warranty Period; (iii) the Products, Services and Deliverables, and TCS's receipt or use thereof, do not and will not infringe, misappropriate, or otherwise violate any patent, copyright, trademark, service mark, trade secret or other intellectual property or proprietary right of any third party; and (iv) Supplier has complied and will comply with all laws and regulations applicable to Supplier, and will obtain and maintain all permits and licenses required of Supplier in connection with its obligations under the Purchase Order.

6. **CONFIDENTIALITY.** The term "Confidential Information" for the purposes of this Agreement shall mean all confidential and proprietary information and trade secrets (whether or not in writing and whether or not patentable or copyrightable), owned or possessed by either party (the "Disclosing Party") and disclosed by such party to the other party (the "Receiving Party"), including without limitation any data processes, computer or software products or programs, data, analytical methods and procedures, hardware design, technology, manufacturing information and procedures; provided, that Confidential Information shall not include information supplied to the Receiving Party that (i) is or becomes available to the public other than as a result of disclosure by the Receiving Party in violation of this Agreement; (ii) was known to the Receiving Party prior to disclosure pursuant to this Agreement and was not otherwise restricted by contract or law; (iii) becomes available to the Receiving Party on a non-confidential basis from a third party not restricted by contract or law regarding such information; (iv) is disclosed with the prior written consent of the Disclosing Party. If the Receiving Party is directed to disclose Confidential Information pursuant to a judicial order or decree, it shall first use reasonable efforts to provide the Disclosing Party with advance notice to permit the Disclosing Party to seek a protective order and otherwise restrict the disclosure of Confidential Information. Receiving Party will take commercially reasonable means to secure the Confidential Information of Disclosing Party, which will include procedures at least as stringent as those Receiving Party uses to protect its own Confidential Information but no less than reasonable procedures. Receiving Party will not use or disclose Disclosing Party's Confidential Information, except as necessary to perform its obligations under this Agreement or as otherwise agreed in writing. At any time upon reasonable written request, Receiving Party will promptly return to disclosing party all Confidential Information it has in its possession. The parties expressly acknowledge that damages alone will be an inadequate remedy for any breach or violation of the provisions of this Section and in view of the difficulties of placing a monetary value on any such breach, the Disclosing Party will be entitled to a preliminary and final injunction to prevent any breach or further breach of this Section. This remedy is separate and apart from any other remedy the Disclosing Party may have at law or in equity. The party who has breached this Section will not raise the defense of an adequate remedy at law.

7. **PROPRIETARY RIGHTS.** Unless otherwise stated in this Agreement, all rights, title and interest in and to the Deliverables shall vest exclusively in Lynn Electronics LLC. To the extent that Supplier is creating or developing all or any of the Deliverables, all rights, including all intellectual property rights, in all copyrightable works of original authorship (including but not limited to computer programs, technical specifications, manuals, and business plans), ideas, inventions (whether patentable or not), know-how, processes, compilations of information, patented property, trademarks, service marks, trade secrets and other intellectual property (collectively, "Proprietary Materials") relating to the Deliverables will belong to Lynn Electronics LLC. Supplier agrees that

all Deliverables and Proprietary Materials created in connection with this Agreement are "works made for hire" as that term is used in connection with the U.S. Copyright Act. To the extent that, by operation of law, Supplier owns any intellectual property rights in such Deliverables or Proprietary Materials, Supplier hereby irrevocably assigns and transfers to Lynn Electronics LLC all rights, title and interest in such Deliverables or Proprietary Materials. To the extent that, by operation of law, any Supplier personnel owns any intellectual property rights in such Deliverables or Proprietary Materials, Supplier shall obtain all such rights and, immediately upon obtaining them, hereby irrevocably assigns and transfers to Lynn Electronics LLC all rights, title and interest in such Deliverables or Proprietary Materials. Unless as otherwise stated in this Agreement, Supplier acknowledges and agrees it will not use the Deliverables in connection with providing services or products to parties other than Lynn Electronics LLC, and will not disclose any details concerning the Deliverables to third parties, without Lynn Electronics LLC's express written consent.

8. **INDEMNIFICATION.** Supplier agrees that, at its expense, it shall indemnify, defend, and hold Lynn Electronics LLC and its affiliates and their respective officers, directors, employees, agents, successors and assigns, harmless from all costs, expenses, damages, liabilities, losses and judgments, including attorneys' fees and legal expenses (collectively, "Losses"), and threatened Losses arising from, in connection with, or based on any of the following: (a) Supplier's breach of its representations, warranties and/or obligations under this Agreement, (b) death or bodily or personal injury caused by the negligence, gross negligence, or willful misconduct of Supplier, (c) damage, loss or destruction of any real or personal property caused by the negligence, gross negligence, or willful misconduct of Supplier, and (d) any claim or action for actual or alleged infringement of any patent, copyright, trade secret or other intellectual property right based upon Lynn Electronics LLC's or its customers' use of any Products, Deliverables, or any component thereof. If a Product or the Deliverables become subject to a claim of infringement, Supplier may, in its sole discretion, but without limiting Lynn Electronics LLC's other rights or remedies under this Agreement: (a) procure for Lynn Electronics LLC the right to continue using the infringing Product, Deliverable or component; (b) provide a substitute, non-infringing Product, Deliverable, or component (meeting all requirements and specifications of the infringing Product, Deliverable or component) at no cost to Lynn Electronics LLC.

9. **LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO LIABILITY ARISING OUT OF A BREACH OF SUPPLIER'S CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS AGREEMENT, ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, OR FOR LIABILITY DERIVING FROM SUPPLIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TO WHICH THE FOLLOWING LIMITATIONS DO NOT APPLY, IN NO EVENT SHALL EITHER PARTY BE LIABLE ONE TO THE OTHER FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT.

10. **TERMINATION.** Lynn Electronics LLC may, at its option and without cause, in addition to its other termination rights, terminate (without penalty or termination fee) this Agreement or any Purchase Order upon written notice to Supplier of the effective date of such termination. Upon the effective date of termination under this Section, Lynn Electronics LLC shall remain responsible for paying Supplier the outstanding fees for Products, Deliverables or Services rendered and accepted by Lynn Electronics LLC and Supplier shall immediately refund all monies paid in advance by Lynn Electronics LLC for Products, Deliverables, or Services cancelled or rejected. Upon the termination of this Agreement, Supplier agrees to return to Lynn Electronics LLC or destroy, as directed by Lynn Electronics LLC, all molds used in the production of any Deliverables and certify its compliance with the terms of this Section.]

11. **RECORD RETENTION; AUDIT.** Until the later of (a) all pending matters relating to the Purchase Order (e.g., disputes) are closed, or (b) four (4) years after the termination or expiration of the Purchase Order (as such period may be extended due to adjustments in regulatory requirements or Lynn Electronics LLC's records retention policy), Supplier will maintain, and, upon Lynn Electronics LLC's request, provide access to all of Supplier's records and documentation related to the Purchase Order to Lynn Electronics LLC ("Records"). Supplier will maintain a complete audit trail of all transactions resulting from the Purchase Order. During the term of the Purchase Order and for a period of four (4) years following the expiration or termination of such Purchase Order, Supplier will provide to Lynn Electronics LLC and its auditors, inspectors, regulators, and other representatives of Lynn Electronics LLC access at all reasonable times to Supplier's facilities, personnel, data and Records for the purpose of performing audits and inspections of Lynn Electronics LLC and its business, and to examine Supplier's performance of its obligations under the Purchase Order, including: (i) to permit evaluation and verification of any invoices, payments, or claims submitted by Supplier; (ii) to secure tax, expense, depreciation, and similar information; (iii) to evaluate Lynn Electronics LLC's compliance with the terms of this Agreement; and (iv) to examine any matters necessary to enable Lynn Electronics LLC to meet regulatory requirements.

12. **PUBLICITY.** Neither party will use the other party's name, trademarks or service marks or refer to the other party directly or indirectly in any media release, public announcement or public disclosure relating to this Agreement or its subject matter to the extent the materials in such media release, announcement or disclosure have not previously been made publicly available, without the other party's prior written consent.

13. **NOTICE.** All notices, requests, demands and other communications that are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) upon receipt if delivered in person, or (ii) within three (3) business days after mailing if mailed, first class certified, registered mail, return receipt requested and postage prepaid, or (iii) the following business day if sent by recognized courier, with proof of delivery requested and charges prepaid to the addresses set forth in the Purchase Order, or to such other address as a party may specify by written notice to the other party.

14. **DISPUTE RESOLUTION.** All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "Rules") by one or more arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall be New York, New York, United States of America. The language of the arbitration shall be English.

The arbitral tribunal shall have the exclusive power to rule on its own jurisdiction, including any objections with respect to the existence, validity, or effectiveness of the arbitration agreement. The arbitral tribunal may make such a ruling in a preliminary decision on jurisdiction or in an award on the merits, as it considers appropriate.

The arbitral tribunal may include in its award an allocation to any party of such costs and expenses, including lawyers' fees and costs and expenses of management, in-house counsel, experts, and witnesses, as the arbitral tribunal shall deem reasonable.

15. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principles. If injunctive relief or a restraining order is sought by either party, the parties irrevocably consent to the jurisdiction and venue of the appropriate courts in New York, New York.

16. **WAIVER; SEVERABILITY.** No waiver of any breach of any provision of this Agreement by either party or the failure of either party to insist on the exact performance of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver shall be effective unless made in writing. The parties desire and intend that all of the provisions of this Agreement be enforceable to the fullest extent permitted by law. If any of the provisions of this Agreement shall be deemed to be or become invalid or contrary to public policy or unenforceable under applicable law, the provision shall be deemed removed from this Agreement and neither party shall be bound by the provision. Such removal, however, shall not invalidate or render unenforceable the remaining provisions of this Agreement. Instead, this entire Agreement shall be construed as though it never contained the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

MISCELLANEOUS. The relationship of Supplier to Lynn Electronics LLC will be that of an independent contractor. This Agreement is being entered into among competent parties represented by counsel or having an opportunity to be represented by counsel. Therefore, the language in this Agreement shall not be construed against any particular party as the drafter of such language. As used in this Agreement, "shall" and "will" mean "must" and have equal force and effect and express an obligation. The headings contained in this Agreement are for ease of reference only, and shall not affect the meaning or interpretation of this Agreement. This Agreement (including the Purchase Order and any documents delivered by Lynn Electronics LLC pursuant to this Agreement) constitutes the entire agreement of the parties, and supersedes all prior discussions, negotiations, agreements and understandings between the parties with respect to the subject matter of this Agreement. The remedies provided for in this Agreement are in all cases cumulative and not exclusive. In the event of a breach of this Agreement, the non-breaching party shall be entitled to all rights and remedies provided by this Agreement and by applicable law. Delivery of an executed copy of this Agreement by any party by electronic transmission (including facsimile, email, text, or photograph) will be as effective as delivery of a manually executed copy of this Agreement by such party and shall be deemed an original.