

PURCHASE ORDER TERMS AND CONDITIONS

This Purchase Order ("PO") and any attachments provided or approved by Parallel Wireless are the sole agreement between Parallel Wireless, Inc., and/or its subsidiaries or affiliates ("Parallel Wireless") and the seller or licensor of goods and/or services identified on the face of this PO ("Seller") regarding the goods or services specified in this PO.

1. ACCEPTANCE OF TERMS. This PO is expressly conditioned on Seller's acceptance of all the terms and conditions set forth herein. Parallel Wireless expressly objects to any additions, deletions or differences in the terms or conditions contained in Seller's quotation, proposal, acknowledgment, or other document ("Seller's Proposed Modifications"), whether or not Seller's Proposed Modifications materially alter this PO. Seller's Proposed Modifications are hereby rejected and shall not form the basis of any agreement between the parties. This PO may be issued in addition to other duly executed Parallel Wireless agreements with Seller, including any exhibits and schedules incorporated therein (collectively, "Agreement") made with respect to the subject matter of this PO. In the event of an inconsistency or conflict between the provisions of any Agreement and this PO, the inconsistency or conflict shall be resolved by giving precedence in the following order: (a) the Agreement (if applicable); (b) the provisions appearing on this PO; and (c) other provisions when attached and agreed to in writing by Parallel Wireless.

2. PERFORMANCE. Time is of the essence in the performance of the subject matter of this PO. If Seller does not confirm acceptance or notify Parallel Wireless of any proposed changes within five (5) days of receipt, all terms contained herein are deemed accepted. If the goods are not delivered or the services not provided in the manner and at the times specified, Parallel Wireless reserves the right without liability and in addition to its other rights and remedies to take either or both of the following actions: (a) direct expedited delivery of the goods or performance of services, with any difference in cost caused by such change paid by Seller, and/or (b) purchase substitute goods and/or services and charge Seller with any loss or additional costs Parallel Wireless incurs. Seller shall promptly advise Parallel Wireless of any delay in performance, including notice with regard to any goods placed under backorder. Seller's performance is not deemed completed until the goods or services have been accepted by Parallel Wireless. All goods shipped under this PO shall be shipped CIP Parallel Wireless's facilities (unless otherwise noted in the commercial details section of the PO), and shall include all necessary documentation. In the event that documentation is not completed properly or is not included in the delivery, Seller shall be fully responsible for any and all costs associated with completing the required documentation as well as any fees incurred by Parallel Wireless as a result of any delay.

3. PRICE. If during the term of this PO Parallel Wireless is able to purchase goods or services of the quality and in the quantities herein specified and upon like terms and conditions at a price lower than the price stated herein from a different seller, Seller shall, upon receipt of satisfactory written evidence of the lower pricing, meet such lower price or permit Parallel Wireless to purchase the balance of the undelivered portion of the PO hereunder at such lower price, in which case Parallel Wireless shall have no further obligation to purchase the balance of the PO. In the event that Seller implements price increases, Seller shall provide Parallel Wireless at least 30 days advanced written notice of, together with written justification for, said price increase. Price increases implemented by Seller after Seller's acceptance of this PO shall have no effect on the subject matter of this PO.

4. INSPECTION. All goods and services purchased hereunder shall be subject to inspection by Parallel Wireless at all reasonable times and places notwithstanding the terms of payment, and in any event, prior to final acceptance. No inspection made prior to final acceptance shall relieve Seller from responsibility for failure to meet the requirements of this PO. In the event the goods or services do not meet the applicable specifications and instructions, Seller will promptly re-perform the nonconforming services or provide replacement goods satisfactory to Parallel Wireless at Seller's sole expense. If Seller is unable to accomplish the foregoing promptly and to the satisfaction of Parallel Wireless, Parallel Wireless may procure such goods or services from another source and charge to Seller's account all costs, expenses and damages associated therewith.

5. PAYMENT. Invoices shall contain the following information: PO number, part numbers, description of services, prices, and extended totals. Seller shall attach all supporting documentation, if any, to the applicable invoice. To the extent applicable, all invoices shall include any tax amounts which shall be listed separately. Invoices submitted hereunder will be paid net sixty (60) days after receipt of a correct invoice or acceptance of goods or services by Parallel Wireless, whichever occurs later (unless alternate terms have been specifically agreed to by Parallel Wireless in writing). Any adjustments in Seller's invoices due to late performance, rejections or other failure to comply with the requirements of this PO may be made by Parallel Wireless before payment. Payment shall not constitute acceptance.

6. CHANGES.

- i. By Parallel Wireless. Parallel Wireless may, by written notice to Seller, make changes to any one or more of the following: (a) specifications for services or goods, (b) quantity, and (c) place and/or time of performance ("Parallel Wireless Change"). For any reason, Parallel Wireless may also direct Seller to suspend in whole or in part the provision of goods or the performance of services hereunder permanently or for such period of time as may be determined by Parallel Wireless to be necessary or desirable. If any Parallel Wireless Change or suspension causes an increase or decrease in the cost or time required for the performance of services or provision of goods hereunder, an adjustment may be made in the price or delivery schedule, or both, and the PO shall be modified in accordance with Section 22. Any claim for adjustment by Seller shall be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of the notice of Parallel Wireless Change.
- ii. By Seller. Seller shall not make changes to any of the following: (a) specifications for services or goods in form, fit or function; (b) process change(s); and (c) place and time of performance. In the event Seller is required to make a change other than as identified above, Seller must provide at least ninety (90) days advanced written notice to Parallel Wireless, and shall not implement any such change without receiving prior written approval from Parallel Wireless.

7. WARRANTY. Seller expressly warrants that the goods or services provided under this PO shall be performed in accordance with product specifications. Seller further warrants that the goods and services will be merchantable, non-infringing of third-party intellectual property rights, free from defects, and fit and sufficient for the purpose intended. Further, any services will be performed with the highest degree of skill and judgment exercised by recognized professionals performing the same or similar services. These warranties shall be in addition to all other warranties, express, implied, and statutory. Payment for, inspection of, or receipt of the goods or services shall not constitute a waiver of any breach of foregoing warranties. Seller also guarantees that no article delivered hereunder is a misbranded

hazardous substance or a banned hazardous substance within the meaning of the United States Federal Hazardous Substances Act. In the event of any breach of the foregoing warranties, Seller shall at its own expense and at Parallel Wireless's option either: (a) provide replacement goods satisfactory to Parallel Wireless, (b) re-perform the nonconforming services to the satisfaction of Parallel Wireless, or (c) refund to Parallel Wireless the total amount paid for such goods or services. Seller shall extend all warranties it receives from its sellers or licensors to Parallel Wireless and to Parallel Wireless's customers.

- i. Epidemic Failure. Should goods shipped in any three (3) consecutive months to Parallel Wireless, or should all goods cumulatively received by Parallel Wireless, experience a failure rate of more than three percent (3%) from the same defect or more than five percent (5%) from cumulative defects, Seller shall prepare a plan for diagnosing and addressing the problem and will be responsible for all costs incurred by Parallel Wireless and its customers in rectifying such failures including, without limitation, for engineering charges, testing and field recovery costs, and all associated damages and fees (including attorneys' fees and costs).

8. CONFIDENTIAL INFORMATION. Parallel Wireless and Seller acknowledge that in their course of dealings Seller may acquire from Parallel Wireless confidential and proprietary information about Parallel Wireless, its business activities and operations, its employees, trade secrets, or any other information which by its sense or nature should reasonably be considered confidential (the "Confidential Information"). The Confidential Information of Parallel Wireless shall only be disclosed to Seller's employees, agents, or consultants with a need to know such information and who are under a written obligation to keep the information confidential. Seller shall not disclose the Confidential Information to any third parties. Seller shall use a reasonable degree of care, but no less than the degree of care it uses with regard to its own confidential information, to prevent the disclosure of Parallel Wireless Confidential Information.

9. TERMINATION FOR CONVENIENCE. Parallel Wireless may terminate this PO in whole or in part at any time and without cause. Upon notice of termination, Seller shall inform Parallel Wireless of the extent to which it has completed its performance under this PO as of the date of the notice and collect and deliver to Parallel Wireless any goods in accordance with the specified items and delivery dates of the PO, which then exists. Parallel Wireless will pay Seller for goods or services accepted and performed through the effective date of termination; provided that Parallel Wireless will not be obligated to pay more than the payment that would have been due had Seller completed or provided the goods or services. Parallel Wireless will have no further payment obligation in connection with any termination.

10. INDEMNIFICATION. Seller shall indemnify, defend, and hold Parallel Wireless, its officers, directors, resellers, employees, agents and customers harmless from and against any and all losses, liabilities, costs, claims, damages and expenses (including attorneys' fees and costs) arising out of or related to this PO including but not limited to the provision of goods or services under this PO or Seller's breach of any term or provision of this PO, including any claims that any such goods or services infringe any patent, copyright, trademark, trade secret or any other proprietary right of any third party.

11. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PARALLEL WIRELESS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS PO EXCEED THE TOTAL AMOUNT PAID BY PARALLEL WIRELESS TO SELLER FOR THE APPLICABLE GOODS OR SERVICES PROVIDED UNDER THIS PO NOR SHALL PARALLEL WIRELESS OR ITS RELATED LEGAL ENTITIES BE LIABLE

FOR ANY LOST REVENUES, LOST PROFITS, INCIDENTAL, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

12. PATENTS AND DATA. All records, software, files, data, reports, information, work product, notes, plans, strategies, intellectual property, and other information provided by Parallel Wireless or prepared or developed by or for Parallel Wireless pursuant to this PO shall be the exclusive property of Parallel Wireless. The services performed under this PO will be deemed to be a work made for hire and made in the course of the services rendered. To the extent that exclusive title or ownership rights in developments may not originally vest in Parallel Wireless, seller hereby irrevocably assigns, and agrees to assign to Parallel Wireless exclusively, without any further compensation, all present and future right, title, and interest in and to the developments and related intellectual property rights, and the developments and their related benefits will immediately and automatically be the sole and absolute property of Parallel Wireless. Supplier will execute and deliver to Parallel Wireless all documents necessary to perfect, document or evidence Parallel Wireless's right, title, and interest in and to each development. Seller hereby irrevocably designates Parallel Wireless and its agents as Seller's attorneys-in-fact, to act for and on its behalf to execute and file such documents. Unless otherwise specified in this PO, Seller will obtain and assign to Parallel Wireless a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, sub-licensable license to use any third-party intellectual property rights incorporated into, required to use, or delivered with the developments and any deliverables hereunder. Seller will deliver copies of the above releases and licenses to Parallel Wireless upon Parallel Wireless's first request. All materials, equipment and other information supplied to Seller by Parallel Wireless shall remain the property of Parallel Wireless and shall be returned to Parallel Wireless when no longer needed by Seller in the provision of services or goods and in any event upon the expiration or earlier termination of this PO.

13. RELATIONSHIP OF THE PARTIES. Seller is an independent contractor, and nothing contained in this PO shall be deemed or construed to create a partnership, joint venture, agency, or any form of relationship other than that of seller (or licensor, as the case may be) and customer. Seller shall be solely responsible for payment of all compensation owed to its employees as well as employment related taxes including but not limited to pension and social security payments. Any agreements or commitments entered into by Seller shall not be binding on Parallel Wireless, and Parallel Wireless assumes no liability with respect to any agreements or commitments entered into by Seller with its employees, agents, sellers and the like.

14. SUBCONTRACTS AND ASSIGNMENTS. Seller agrees to obtain Parallel Wireless's approval before subcontracting the subject matter of this PO or any portion thereof. This PO shall not be assigned or delegated by Seller without the prior written consent of Parallel Wireless.

15. COMPLIANCE WITH LAWS. Seller shall comply with the applicable provisions of all federal, state or local laws or ordinances and all orders, rules and regulations issued thereunder, of the United States of America, State of New Hampshire, and the jurisdiction where the goods are delivered or the services performed.

16. INSURANCE. Seller shall secure and maintain insurance providing sufficient coverage to comply with its obligations and duty to indemnify Parallel Wireless as required under this PO. Within five (5) days of receipt of a request from Parallel Wireless, Seller agrees to provide Parallel Wireless with a certificate of insurance evidencing Seller's insurance coverages which names Parallel Wireless as additionally insured.

17. NON-WAIVER OF RIGHTS. The failure of Parallel Wireless to insist upon strict performance of any of the terms and conditions in this PO or to exercise any rights or remedies hereunder shall not be construed as a waiver of its rights to assert any of the same or any other terms and conditions under this PO.

18. REMEDIES. Any rights and remedies specified under this PO shall be cumulative, non-exclusive, and in addition to any other rights and remedies available at law or in equity.

19. SEVERABILITY. If any term contained in this PO is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this PO, and the remaining terms contained herein shall continue in full force and effect.

20. INTERPRETATION. The captions and headings used in this PO are solely for the convenience of the parties and shall not be used in the interpretation of the text of this PO. Each party has read and agreed to the specific language of this PO; no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

21. GOVERNING LAW. This PO shall be governed by and construed in accordance with the laws of the State of New Hampshire without regard to its conflict of law provisions.

22. ENTIRE AGREEMENT. This PO, including all documents incorporated herein by reference, constitutes the entire agreement and understanding between the parties and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof. Except as specified in Section 1 or 5 above, no change, modification or revision of this PO shall be valid unless agreed to in writing by Parallel Wireless.

23. SURVIVAL. Both parties agree that any term or condition of this PO which by its sense or nature should be deemed to survive the expiration or termination of this PO shall so survive.