

ARRIS Corporate Terms and Conditions of Sale (FRM0122_Issue 21)

All Customer Purchase Orders are subject to these terms and conditions and all additional terms and conditions presented on or accompanying an ARRIS Quotation or ARRIS Order Acknowledgment. ARRIS specifically rejects and Customer disclaims all printed provisions in Customer's printed Purchase Orders including associated forms and/or documents. These terms and conditions, together with the ARRIS Order Acknowledgment shall constitute the entire agreement between ARRIS and Customer with respect to any Customer Purchase Order and the Products and/or Services provided hereunder, (the "Agreement"). This Agreement supersedes any prior or contemporaneous agreements or representations written or oral. This Agreement may be modified only in writing by both parties.

- CUSTOMER REPRESENTATIONS.** Customer represents and warrants that (i) the Products and/or Services purchased hereunder shall not be used, directly or indirectly to further the illegal theft of services or any other unauthorized receipt, interception, publication, distribution of, or interference with any privately owned transmission of information and (ii) except as otherwise agreed to by the parties under a separate written agreement, Customer shall not act as a reseller of any Products and/or Services provided hereunder.

- DEFINITIONS.**

"ARRIS" means ARRIS Global Ltd, (company incorporation number 01672847), whose registered office address is 100 New Bridge Street, London, United Kingdom, EC4V 6JA and whose principle place of business is Victoria Road, Saltair, West Yorkshire, BD18 3LF, United Kingdom, a subsidiary of ComScope, Inc. and/or its designated affiliates.

"Customer" means the person or entity however constituted to whom the Products or Services are provided directly by ARRIS.

"Data Protection Laws" means all applicable data protection law including Regulation (EU) 2016/679 and any other laws, regulations, or regulatory guidance (as amended and/or replaced from time to time).

"GPL" means the General Public License relating to software modification.

"Hardware" means equipment designed and manufactured by ARRIS, or other manufacturer's equipment offered for sale by ARRIS to Customer.

"Order Acknowledgment" means a document furnished by ARRIS acknowledging the receipt of Customer's Purchase Order and ARRIS' agreement to supply the Products and/or Services stated therein under the terms and conditions stated herein.

"Open Source Software" means any software that: (a) contains or is derived in any manner (in whole or in part) from software that is distributed under license terms where any party can be a licensee without notice to the licensor with a right to modify, including without limitation distribution models similar to the GNU's General Public License (GPL) or Lesser/Libary GPL (LGPL); the Artistic License (e.g., PERL); the Mozilla Public License; the Netscape Public License; the Sun Community Source License (SCSL); the Sun Industry Source License (SISL); and/or the Apache Software license; or (b) software that is licensed pursuant to any of the following terms (i) any requirement for licensee to distribute source code, including without limitation derivatives or modifications thereof, to non-licensor third parties, (ii) any requirement for any patent non-assert or patent license be conferred by ARRIS to non-licensor third parties, (iii) any requirement for disclosure of any modifications to the software; or (iv) any requirement to provide licensor attribution(s) to non-licensor third parties.

"Products" means the Hardware and/or Software offered for sale or licensed to Customer at time of sale.

"Professional Services" means site engineering, system integration, product installation, implementation, training or other professional services.

"Purchase Order" means Customer's document for the acquisition of Products and/or Services, exclusive of all printed terms and conditions contained thereon.

"Quotation" means either ARRIS' offer to sell Services and/or Products or ARRIS' document that provides a summary of the Statement of Work and pricing corresponding to the Statement of Work.

"Services" means Professional Services and Technical Services, excluding Annual Technical Support, as provided by ARRIS to Customer. Services are not Products.

"Shipment Date" means the date on which ARRIS has scheduled shipment of Products to Customer.

"Software" means ARRIS-licensed software, including any updates provided, and any other enhancements, modifications, and bug fixes provided thereto, in object code form only (unless otherwise specified), and any full or partial copies thereof. Software does not include software created or owned by third parties, including but not limited to Mediaron Client and related supporting software (including, but not limited to operating system, conditional access, and drivers) ("Mediaron Software") created or owned by Microsoft or its affiliates or Ericsson or its affiliates and any related future Mediaron Software ("Ericsson Software"). Additional terms and conditions related to Ericsson Software are hereinafter set forth in Section 25 below.

"Statement of Work" means any document agreed to and executed by the parties, incorporated by reference, detailing the work or Services to be performed and Products to be supplied (if applicable).

"Technical Services" means support services as offered for all ARRIS Products, which include warranty repair, return and annual support contracts supporting Product software upgrades and maintenance. Annual contracts for non-warranty Technical Services ("Annual Technical Support") are not subject to the terms and conditions of this Agreement. If available, Annual Technical Support may be purchased separately subject to ARRIS' Technical Services terms and conditions which shall be made available upon request to services.orders@arris.com.

- PURCHASE ORDER ACCEPTANCE; MODIFICATION.** ARRIS' acceptance to supply Products and/or Services as identified in Customer's Purchase Order shall be (i) in writing and at ARRIS' sole discretion, as evidenced by the issuance of an Order Acknowledgment (regardless if accepted elsewhere by a salesperson, selling agent or representative); and (ii) subject to the terms and conditions herein, ("Acceptance of Customer's Purchase Order"). A Customer Purchase Order shall not be binding until ARRIS issues a written Order Acknowledgment. Acceptance of Customer's Purchase Order shall be subject to the following minimum thresholds: subscriber terminal devices of \$20,000; addressable computer equipment of \$10,000; supplies, repair parts and subassemblies of \$250; all other products of \$5,000; and Services of \$300. Purchase Orders are binding and non-cancellable upon ARRIS' Acceptance of Customer's Purchase Order.

Customer agrees that the fees and timeline provided in an SOW may be subject to change if Customer's responsibilities and assumptions as set forth in an SOW are not fulfilled. A valid modification to a Purchase Order requires ARRIS' prior written consent. A requested modification in drawings, designs, specifications, shipment completion dates or Purchase Order termination requested by Customer may result in additional cost to Customer. Any additional cost to Customer shall be at ARRIS' standard rates in effect at the time of Customer's request. ARRIS' performance of Customer's request shall commence only upon the issuance of a new Purchase Order or written amendment to an existing Purchase Order authorizing the applicable charge. Customer's oral request for Services shall be binding on Customer and deemed by ARRIS as a valid Customer Purchase Order, governed by this Agreement. Customer further agrees, as a result of any request made hereunder to pay any and all charges associated with such Service request. Customer requested changes in performance of Services shall be reviewed upon ARRIS' receipt of Customer's request to determine if additional charges are applicable.

- PRICE OF PRODUCTS AND/OR SERVICES.** The price for Products and Services are based on ARRIS' published list prices in effect at time of ARRIS' receipt of Customer's Purchase Order unless otherwise set forth in the Order Acknowledgment, or a valid issued Quotation, Statement of Work or proposal. A Quotation, Statement of Work or proposal is valid for a period of sixty (60) days from date of issue unless a shorter period is stated. Errors or omissions in price are subject to correction by ARRIS. All published list prices (in US dollars) are subject to change by ARRIS without notice. ARRIS retains all rights to change the Products and/or Services or may discontinue any Products and/or Services at ARRIS' sole discretion.

- PRICES; ADJUSTMENTS.** The price of Products and Services may subsequently be adjusted to reasonably reflect the adverse cost impact to ARRIS of: (i) Customer changes or delays which are outside of the scope of Services; (ii) legal/regulatory changes which occur after the issuance of the Quotation and/or Statement of Work for the particular Services in question; or (iii) the failure of Customer to perform its obligations under Sections 6, 7 and 8 of this Agreement.

ARRIS shall provide a written notice and reason for an adjustment to the price within a reasonable period of time after ARRIS becomes aware of an event under which ARRIS intends to request an adjustment. The parties shall then determine, in a commercially reasonable manner, the price adjustment that is appropriate. Pending such agreement, ARRIS shall continue to perform the Services specified in the Purchase Order for ten (10) business days or such other greater time that may be agreed to in writing by ARRIS, unless Customer fails to pay amounts due to ARRIS when due, an event specifically identified in the Quotation and/or Statement of Work permitting suspension or termination of the Services occurs, or Customer is otherwise in breach. In the event an adjustment to the price has not been made within the aforementioned ten (10) business days, ARRIS shall have the right to terminate this Purchase Order, in whole or in part and in addition to any other remedy available to ARRIS. Customer shall make immediate payment to ARRIS on account of all Products delivered and/or Services rendered.

- SCHEDULE FOR PERFORMANCE OF SERVICES.** ARRIS shall perform the Services in accordance with the schedule stated in the Quotation and/or Statement of Work. ARRIS shall select the method of performance of the Services, including without limitation the right, in its sole discretion to use agents or subcontractors to perform the services to be rendered. Both parties agree to adhere to the schedule, however, each party shall give due consideration to any reasonable proposal by the other party regarding changes in the schedule which, if agreed upon, shall be recorded in a written modification to the applicable Purchase Order or Statement of Work. Dates for performance of Services are estimated by ARRIS in good faith but are not guaranteed by ARRIS and time shall not be of the essence. Except as otherwise set forth in the Quotation and/or Statement of Work, ARRIS shall have unrestricted access to Customer's site and any other locations at which Services are to be performed at all times (including overtime hours, Saturdays, Sundays and holidays) for the purpose of performing the Services.

- SITE PREPARATION AND CONDITION FOR SERVICES.** Customer shall be responsible for preparation of the site, at which ARRIS shall perform the Services, to the specifications and in accordance with the time schedule stated in the Quotation and/or Statement of Work. Customer warrants to ARRIS that each such site is in compliance with all applicable health and safety regulations and is free from all friable asbestos and hazardous contamination or pollutants, as further provided in Section 9 below.

- HAZARDOUS MATERIALS.** Prior to the date specified in the Quotation and/or Statement of Work for the performance of Service, Customer shall take any and all steps needed to assure that each site is free from all friable asbestos and hazardous contamination or pollutants. If contamination is found to be present at a site, ARRIS shall have no further obligations under any Quotation and/or Statement of Work (other than with respect to any software licenses or confidentiality obligations), until such contamination is removed.

- PACKAGING, SHIPMENT, AND SERVICE DATES.** All Products shall be suitably packed for shipment. ARRIS may charge for packing and/or packaging including special documentation to comply with Customer requirements. Shipment terms are EX WORKS, designated location determined by ARRIS (Incoterms 2010), unless specified otherwise by an ARRIS Quotation and Customer Purchase Order confirmed by an ARRIS Order Acknowledgment. Unless otherwise expressly stated, ARRIS shall have the right to make delivery of Products and data in installments. All installments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to pay for any installment when due shall excuse ARRIS from making further deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments. ARRIS shall have the right to ship any material and data to Customer in advance of the shipping date agreed upon by the parties, and Customer agrees to accept without recourse any such shipments shipped in advance of the agreed upon shipping date. In the event of shipment delay requested by Customer or a delay caused by lack of shipping instructions, ARRIS shall store all Products in an ARRIS designated warehouse. ARRIS shall invoice the Customer at the full price for the Products including an additional storage fee.

- TITLE, RISK OF LOSS, AND INSURANCE.** Risk of loss, damage, and insurance responsibilities for the Products pass from ARRIS to Customer upon delivery of Product to the shipping agent or carrier. Title to all Software shall remain with ARRIS or its licensors, but risk of loss, damage and insurance responsibilities shall pass to Customer at ARRIS' shipping location. Title to the Products (but not the Software) shall remain with ARRIS until ARRIS has received payment in full (in cash or cleared funds) for the Products. Until title to the Products has passed to the Customer, the Products shall not be pledged or given as security. The Customer shall store the Products, for which ARRIS has not received full payment, separately from all other goods held by the Customer so that they remain readily identifiable as ARRIS' property and not remove, deface or obscure any identifying mark or packaging on or relating to the Products; and maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

Should the Customer fail to pay for the Products when due then ARRIS may at any time thereafter, without limiting any other right or remedy ARRIS may have, require the Customer to deliver up all Products in its possession which have not been resold, or irrevocably incorporated into another product, and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

- ACCEPTANCE OR REJECTION OF PRODUCTS/SERVICES.** After the delivery of the Products or the performance of Services, Customer shall have five (5) business days in which to inspect the Products and/or Services and notify ARRIS of any nonconformity to the Purchase Order, statement of work or ARRIS quotation (as applicable) ("Acceptance Period"). Acceptance of Products and Services by Customer shall be deemed to have occurred at the expiration of the Acceptance Period (unless ARRIS is advised otherwise in writing within the Acceptance Period) or upon Customer's commercial use of the Products and/or Services. Annual Technical Support Services contracts are expressly excluded from this Section.

IF ANY PRODUCT OR SERVICE DOES NOT SUBSTANTIALLY CONFORM TO THE APPLICABLE PURCHASE ORDER, STATEMENT OF WORK OR QUOTATION (AS APPLICABLE) CUSTOMER SHALL NOTIFY ARRIS IN WRITING OF THE NONCONFORMANCE, AND FOR PRODUCTS, OBTAIN AN AUTHORIZATION FOR RETURN, AND RETURN SUCH PRODUCTS TO ARRIS FOR CORRECTION OR COMPLETION AS REQUIRED, WITH RESPECT TO SERVICES, ARRIS SHALL, AT NO ADDITIONAL CHARGE (IF DETERMINED BY ARRIS TO BE ARRIS' FAULT), TAKE PROMPT ACTION TO CORRECT SUCH UNSATISFACTORY SERVICES.

- PAYMENT TERMS.** All amounts due shall be payable in United States dollars unless otherwise specifically agreed upon in ARRIS' Order Acknowledgment. Customer's payment obligations, as stated on ARRIS' invoices, are thirty (30) days from the date of invoice, unless otherwise agreed in writing by both parties. ARRIS shall invoice Customer on or after Product delivery. Invoices for Services shall be rendered in accordance with an established milestone schedule or upon completion of any Services. If Customer fails to pay such sums as are due to ARRIS, in addition to any other remedies that ARRIS may have hereunder, ARRIS shall have the right to (a) charge interest at the rate of one and one-half percent (1 1/2%) per month on outstanding balances calculated from the due date to the date ARRIS receives cleared funds in payment; and (b) recover from the Customer on a full indemnity basis all costs associated with ARRIS' attempt to collect amounts due from Customer, including reasonable attorney's fees and collection agency fees; and (c) withhold shipment of Products or delivery of Professional Services; (d) terminate any and all contracts or agreements between the parties; and (e) pursue any and all remedies available to it at law or in equity. If, in ARRIS' judgment, Customer's financial condition or payment history does not justify continuation of the existing payment terms, ARRIS may: (i) require full or partial payment of Customer's account; (ii) require payment in advance of Products shipment or for performance of any Services; (iii) change Customer's credit terms; or (iv) any combination of the above.

- TAXES.** Prices and fees charged hereunder do not include any federal, state, municipal or other governmental taxes, duties, excise fees, tariffs or levies (including, but not limited to copyright levies) now or hereinafter imposed on the Products or Services provided under this Agreement. Notwithstanding any terms, including the shipping terms (Incoterms) set forth in this Agreement, Customer shall be responsible for such taxes, duties, excise fees, tariffs and/or levies. This provision shall not apply to any taxes based on ARRIS' net income or employment taxes related to its own employees. If Customer claims exemption from any taxes, Customer shall provide ARRIS with documentation required by the correct taxing authority to support the exemption. Any liability to withhold sums under local taxation rules shall not affect the Customer's responsibility to make payment of the charges to ARRIS in full. If an amount is subject to a withholding, the Customer shall increase the relevant payment to ensure the amount payable to ARRIS (net of withholding) is equal to the charges which would otherwise be due to ARRIS if no such withholding had been made.

- PRODUCT AND SERVICES WARRANTY.** ARRIS warrants from the date of shipment to Customer that Products, which ARRIS manufactures and supplies, shall substantially conform to ARRIS specifications in effect as of the date of shipment and shall be free from substantial defects in material and workmanship under normal use (within published specifications), given proper installation and maintenance, for the specified warranty period for the Product. ARRIS further warrants to Customer that all Services performed by ARRIS for Customer shall be provided in a workmanlike manner. Customer must promptly notify ARRIS of any claimed defect in the Product and/or Services. ARRIS or its agent may inspect the Product or workmanship on Customer's premises. Product returned to ARRIS under warranty must be packed securely and shall be shipped freight prepaid (with duties, taxes and brokerage fees, (if applicable), risk of loss and all other charges associated with the return of such Products being the responsibility of the Customer), together with a statement setting forth the claimed defect.

EXCEPT AS AGREED TO IN A SEPARATE WRITING BETWEEN THE PARTIES AND TO FULLEST EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE GOODS AND SERVICES DELIVERED TO CUSTOMER HEREUNDER, WHETHER STATUTORY, BY OPERATION OF LAW, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE AND ANY WARRANTIES ARISING OUT OF USAGE OR TRADE. THIS WARRANTY IS APPLICABLE SOLELY TO CUSTOMER AND NOT TO ANY SUCCESSOR IN INTEREST OR ANY OTHER THIRD PARTY, NO WAIVER, ALTERATION, OR MODIFICATION OF THIS WARRANTY SHALL BE BINDING AGAINST ARRIS UNLESS IN WRITING AS A SEPARATE AMENDMENT HERETO AND SIGNED BY AN ARRIS AUTHORIZED EXECUTIVE. IF A PRODUCT IS NOT LISTED IN THE BELOW TABLE, THEN ARRIS DISCLAIMS ALL WARRANTIES OF ALL TYPES. FOR ANY THIRD PARTY PRODUCTS SOLD UNDER THIS AGREEMENT, SUCH THIRD PARTY VENDOR SHALL PROVIDE DIRECTLY TO CUSTOMER THE RESPECTIVE WARRANTIES, SOFTWARE LICENSE AND INDEMNIFICATION.

ARRIS EXPRESSLY DISCLAIMS ALL WARRANTIES FOR ANY SOFTWARE AND/OR COMPONENTS OF THE SOFTWARE CREATED OR OWNED BY ANY THIRD PARTY INCLUDING WITHOUT LIMITATION OPEN SOURCE SOFTWARE, ERICSSON SOFTWARE, AND ANY THIRD PARTY EQUIPMENT AND SOFTWARE PURCHASED AND LICENSED BY CUSTOMER DIRECTLY FROM ANY THIRD PARTY VENDOR, EVEN IF RECOMMENDED FOR USE BY ARRIS WITH THE PRODUCTS. ANY AND ALL WARRANTIES FOR SUCH THIRD PARTY EQUIPMENT AND SOFTWARE SHALL BE PROVIDED UNDER THE TERMS AND CONDITIONS OF THE AGREEMENT(S) BETWEEN CUSTOMER AND THE THIRD PARTY VENDOR FOR SUCH THIRD PARTY EQUIPMENT AND SOFTWARE.

Unless otherwise specified in ARRIS Standard Product Warranty Schedule (available at <http://www.arris.com/globalassets/resources/company-overview/standard-tscs-warranty-table.pdf>), the warranty period for ARRIS' hardware products is one (1) year from the date of shipment, and ninety (90) days for Software. The warranty period for Services is 30 days from the date the performance of such Services has been rendered. Other than as expressly stated, the ARRIS warranty shall not cover components subject to normal wear and tear, such as fuses, batteries except as otherwise provided herein, and lamps.

15. **WARRANTY LIMITATIONS.** ARRIS does not warrant (i) that the operation of the Product shall be uninterrupted or error-free; (ii) that the functions of the Product shall meet Customer's requirements; or (iii) that the Product shall operate in combination with non-ARRIS products selected by Customer for its use. ARRIS gives no warranty for and shall have no liability with respect to any defects arising from any software (other than the Software) downloaded to or otherwise used in conjunction with the Product. In addition, ARRIS does not warrant physical damage to the surface of the Products, including cracks or scratches on the casing or damage caused by unauthorized attempts to open, repair or modify the Products, or any other cause beyond the range of the intended use.

ARRIS shall be relieved of all obligations and liability under the warranty provisions set forth herein, if: (i) the Hardware or Software is operated with, or the error or defect is due to, any accessory, equipment, software or part not approved or sold by ARRIS; or (ii) the Hardware or Software was not purchased from ARRIS or its authorized reseller(s) or installed, operated and maintained in accordance with ARRIS' instructions and documentation; or (iii) the Hardware or Software has been repaired, altered or modified by someone other than ARRIS or approved by ARRIS; or (iv) Customer does not notify ARRIS in writing of the error or defect within the applicable warranty period with sufficient information for ARRIS to identify and reproduce such error or defect, or fail to return the defective Hardware or Software according to the terms of this Agreement; or (v) the Products have had their serial numbers or other identifying marks removed, obliterated or altered; or (vi) ARRIS demonstrates that the alleged error or defect in the Software or Hardware does not exist or was caused by Customer or any third party's misuse, neglect, improper installation or testing, or any other cause beyond the range of the intended use, or by accident, fire, lightning, terrorism or other hazard or act of God.

ARRIS' entire liability and Customer's sole and exclusive remedy whether in contract, tort or otherwise, for any claim related to or arising out of breach of the warranty covering Product or Services shall be correction of defects by repair, replacement, re-performance of the Service or issuance of a credit for the price paid by the Customer for the defective Product, at ARRIS' discretion. Refurbished Product may be used to repair or replace the Product. Customer shall have no claim to Product which was replaced or the components therein which were replaced. ARRIS has no liability with respect to claims relating to or arising from the use of equipment not bearing the ARRIS name or their licensed marks. Products that have been returned to ARRIS for repair, but that are not defective may be subject to ARRIS' standard examination charge in effect at the time. Products repaired or replaced under warranty are only warranted for the greater of the period of time remaining in the original warranty period or ninety (90) days.

No agent, distributor, or representative is authorized to make any warranties on behalf of ARRIS or to assume for ARRIS any other liability in connection with any Product or Services.

16. **PRODUCT SUPPORT AND DISCONTINUED PRODUCTS.** ARRIS, in its sole discretion, shall have the right to modify or discontinue ARRIS Products at any time during the term of this Agreement, including any revised or additional specifications. For discontinued product, ARRIS shall give ninety (90) days prior written notice to Customer of such discontinuance. Except for Orders accepted by ARRIS prior to the date of such notice, ARRIS shall be under no obligation to continue the production of any ARRIS Product. Provided, however, ARRIS shall use reasonable commercial efforts to continue to make available for Customer to purchase spare parts and support services for any discontinued ARRIS Product (other than Category I, P, Q, R and S Products set forth in the ARRIS Standard Product Warranty Schedule) for a period of five (5) years from the date on which such Product is discontinued. For Category I, P, Q, R and S Products, ARRIS shall use reasonable commercial efforts to continue to make available spare parts and support services to Customer for a period of three (3) years from the date on which such Product is discontinued.

17. **RETURNS.** Products may not be returned to ARRIS without prior authorization. Customer must contact ARRIS to obtain an authorization number and return the Products to the location designated by ARRIS with all transportation charges paid by Customer. ARRIS may charge Customer certain fees for Products returned to ARRIS. Any Products returned to ARRIS without proper authorization shall be returned to Customer at Customer's expense. Risk of loss, damage and insurance responsibilities for the Products shall not pass from Customer to ARRIS until delivery of the Products to ARRIS' designated location.

18. **LIMITATION OF LIABILITY.**

18.1 Notwithstanding anything to the contrary in this Agreement, ARRIS' liability to the Customer:

1. for death or personal injury caused by the negligence of ARRIS, its employees, agents or sub-contractors;
 2. under part 1 of the Consumer Protection Act 1987;
 3. due to any breach by ARRIS of conditions as to title or warranty as to quiet possession; or
 4. for fraud (including without limit fraudulent misrepresentation),
- shall not be limited (but nothing in this Section confers any right or remedy upon the Customer to which it would not otherwise be entitled).

18.2 The liability of ARRIS in respect of direct physical loss or damage to the Customer's tangible property (excluding the Software) caused by the negligence of ARRIS or its employees' agents or sub-contractors shall not exceed in aggregate one million US Dollars (\$1,000,000).

18.3 Except as stated in Sections 18.1 and 18.2 above, ARRIS' maximum aggregate liability for all claims made under or in connection with this Agreement, howsoever arising, including (without limitation) due to negligence, breach of contract, misrepresentation (excluding fraudulent misrepresentation) or for any other reason, shall not exceed the lesser of: (i) one million US Dollars (\$1,000,000); or (ii) the total amounts paid by Customer to ARRIS pursuant to this Agreement in the twelve (12) months immediately prior to the first event (or series of events) giving rise to liability.

18.4 Subject to Section 18.1 and whether or not ARRIS has been advised of the possibility of such loss or damage ARRIS shall not be liable to the Customer, whether such losses or damages arise due to negligence, breach of contract, misrepresentation (excluding fraudulent misrepresentation) or for any other reason, in respect of:

1. the following whether direct or indirect:
 - a. loss of profits;
 - b. loss of anticipated savings;
 - c. loss of revenue;
 - d. loss of business;
 - e. wasted costs;
 - f. loss, corruption or destruction of data; and/or
2. any type of indirect loss or damage howsoever caused.
3. Customer acknowledges that the Product price is based on the assumption that the liability of ARRIS and the Customer is as set out herein. Customer is advised to insure against any risk not accepted by ARRIS.

19. **COMPLIANCE WITH APPLICABLE LAWS AND EXPORT RESTRICTIONS.** The Customer shall comply with all applicable laws affecting the purchase and use of Products. Customer agrees to maintain all registrations with governmental agencies, commercial registries, chambers of commerce, or other offices which may be required under law in order to properly conduct commercial business.

Prior to the date specified in the Quotation and/or Statement of Work for the performance of Service, Customer shall (i) obtain and pay for all governmental or third party consents, permits, approvals, licenses and public and private easements necessary for ARRIS' unrestricted access to any site or location needed for performance of the Services and delivery of the Products; and (ii) shall notify ARRIS in advance of any requirements including all local laws, regulations, ordinances and the like to which ARRIS is or shall be required to comply in the rendering of Services and in the supplying of Products hereunder.

Customer understands that certain Products furnished may be subject to export control laws or regulation. Customer agrees that it shall comply with all international, national, federal, state and local laws, as well as all ordinances, orders, rules, regulations and requirements relating to the export or other regulation of all Products provided to Customer including but not limited to checking all officially posted restricted party lists and deny access to any Products by those individuals included on any such list(s). Customer undertakes to comply with the export laws and regulations of the United States, including but not limited to the Foreign Corrupt Practices Act and the Export Administration Act, the United Kingdom (UK) and any other applicable jurisdiction, and agrees that, without obtaining the necessary license or approval from the relevant government, Customer shall not knowingly (i) export, directly or indirectly, any United States or UK origin technical data or software acquired from ARRIS (including without limitation the Software), or any direct product of that technical data, to any country for which the United States or UK government or any agency thereof at the time of export requires an export license or other governmental approval, or (ii) disclose any United States or UK origin technical data or software acquired from ARRIS (including without limitation the Software) to any national of any country for which the United States or UK government or any agency thereof requires an export license or other governmental approval. Customer hereby agrees to indemnify and hold ARRIS harmless from and against any and all loss, damage or liability whatsoever arising out of Customer's failure to comply with the provisions of this Section.

20. **CONFIDENTIAL INFORMATION.** Neither party shall disclose to any third party or entity any information or data fixed in a tangible medium and marked as the confidential or proprietary information (hereinafter referred to as "Confidential Information") of the other party, or if provided orally, confirmed in writing to be confidential or proprietary within twenty (20) calendar days after its disclosure.

Notwithstanding the provisions herein, if Customer receives Confidential Information it shall treat such Confidential Information as confidential, prohibit copying and use such Confidential Information only in connection with fulfilling its obligations under Customer's Purchase Order, such confidential information shall include (but shall not be limited to) Product and Services pricing, programs, methods of processing, program design and structure, and the interaction and unique programming techniques of ARRIS. Customer shall take all reasonable steps necessary to abide by the provisions of ARRIS' security programs in effect from time to time, a copy of which shall be provided to Customer upon request. Customer shall return all Confidential Information to ARRIS upon completion of such obligations for its use, or upon the request of ARRIS.

The parties recognize and agree that the unauthorized use or disclosure of the Confidential Information would cause irreparable injury to the other party for which it would have no adequate remedy at law, and that any actual or contemplated breach of this Section shall entitle the other party to obtain or seek injunctive relief prohibiting such breach, in addition to any other rights and remedies available to it. The obligations herein contained shall survive the final payment of any/all Customer Purchase Orders. The provisions of this Section 20 shall survive the performance, termination or cancellation of Customer's Purchase Order and shall remain in full force and effect for a period of five (5) years from the date of the Customer's Purchase Order.

21. **INTELLECTUAL PROPERTY RIGHTS.** All rights title and interests in all drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or Software and all parts thereof, trademarks and all other information, including Product documentation, technical or otherwise which was developed, made or supplied by or for ARRIS in the production of any Products or the performance of any Service sold, rendered or licensed hereunder ("ARRIS IPR") shall be and remain the sole property of ARRIS (or its licensors, if any). Customer agrees not to disassemble, decompile, modify or reverse engineer, or create derivative works of any ARRIS IPR or Products purchased hereunder except to the extent that (by virtue of Section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving interoperability of the Software with another software program, and provided that: (i) Customer gives ARRIS reasonable notice before attempting to exercise any such right; (ii) the information obtained by the Customer during such activities is used only for the purpose of achieving interoperability of the Software with another software program; and (iii) the information is not unnecessarily disclosed or communicated without ARRIS' prior written consent to any third party; and (iv) the information is not used to create any software which is substantially similar to the Software.

22. **INDEMNIFICATION.** ARRIS shall defend and hold Customer and its respective officers, directors, agents, subsidiaries, affiliates, subcontractors, assignees and employees (collectively "Customer Indemnified Parties") harmless against damages finally awarded and to the extent applicable any reasonable court costs and expenses (including reasonable attorney fees), excluding consequential and exemplary damages, finally awarded against Customer (collectively, "Damages") and shall, at ARRIS' expense, defend any third party claim, suit or proceeding ("Claim") brought against Customer insofar as such Claim is based on an allegation that a Product as provided to Customer directly infringes a valid patent or copyright. ARRIS shall pay Damages as the result of the Claim, provided that (i) Customer promptly notifies ARRIS of the Claim; (ii) Customer gives ARRIS all applicable evidence in Customer's possession, custody or control; (iii) Customer gives ARRIS reasonable assistance in and sole control of the defence and all negotiations for its settlement or compromise; and (iv) the Customer mitigates its loss.

In no event shall ARRIS be liable to Customer or any third party and Customer shall indemnify ARRIS and ARRIS' respective officers, directors, agents, subsidiaries, affiliates, subcontractors, assignees and employees (collectively "ARRIS Indemnified Parties") against any losses, damages, liabilities, expenses, costs (including court costs and attorney's fees), claims, suits, demands, actions, causes of actions, proceedings, judgments, assessments, deficiencies and charges caused by, relating to: (i) infringement arising from: (a) use of the Product in a manner other than for which it was intended; (b) use of the Product with other products or devices not furnished or approved by ARRIS; (c) addition to or modification of the Products which are not authorized by ARRIS; (d) use of a version of Software or a Product other than the current version, if the current version would be non-infringing; (e) ARRIS' compliance with Customer's specifications, in which case Customer shall defend, indemnify and hold ARRIS harmless against any claim of infringement of any copyright or patent or other intellectual property rights; (ii) infringement by Products manufactured and/or supplied by third parties; (iii) any royalties payable, other than a reasonable royalty based upon revenue derived by ARRIS from Customer from sales or license of the infringing Products or associated Software; (iv) royalties payable, or intellectual property claims related to compliance with the Moving Picture Experts Group's ("MPEG") MPEG-2 specification of Generic Coding of Moving Pictures and Associated Audio: Video (ISO/IEC 13818-2) and the Transport Stream defined in the MPEG-2 Systems specification (ISO/IEC 13818-1) ("MPEG-2 Standards"), the MPEG-4 Visual and MPEG-4 Systems standards defined in ISO/IEC 14496-2 and ISO/IEC 14496-1, respectively, and the AV/CH 264 Standard, defined in ISO/IEC 14496-10; the MPEG HEVC standard (defined in ISO/IEC 23008-2 MPEG-H Part 2 and ITU-T H.265); or VP8 or VP9 by Google, Inc.; (v) royalties payable, or intellectual property claims related to compliance with or implementation of standards issued by other public or private standards bodies (including ITU, IEEE, ANSI, ISO/IEC, Wi-Fi and Cable Labs standards), as well as third party private standards such as 5G Digital Transmission Content Protection, DVB and Dolby Digital Audio; or (vi) infringement by any software (other than the Software); or (vii) infringement arising from any user interface (including but not limited to KreaTVGo and/or KreaTVUI, Rovi guides (including but not limited to Rovi i-Guide, Passport Guide, and DTA guides) or PVR functionality included and/or made available in the Products, which is manufactured and/or supplied by a third party. Without limiting the foregoing, (a) ARRIS' liability under (i)(b) shall be limited to ARRIS' pro rata share of its contribution to the infringement, and (b) ARRIS shall not be liable for an infringement claim to the extent that such claim could have been avoided by Customer obtaining Content Provider Licenses (as defined herein) under patents or copyright offered to providers of audio, video or data content to end user subscribers by entities that offer licenses for such patents or copyright on reasonable and non-discriminatory bases. For purposes hereof, "Content Provider License" means a license intended solely for use by the entity that provides audio, video or data content to an end user subscriber and does not include any licenses ordinarily imposed on, or available to, manufacturers or distributors of equipment, software or middleware.

In no event shall ARRIS be liable to Customer or any third party and Customer shall indemnify ARRIS and ARRIS Indemnified Parties against any losses, damages, liabilities, expenses, costs (including court costs and attorney's fees), claims, suits, demands, actions, causes of actions, proceedings, judgments, assessments, deficiencies and charges caused by, relating to or arising from (i) its intentional misconduct; (ii) the programming services offered by Customer or Customer's programmers which are authorized for using or using the Products and/or Software, including any assertion that any such programming services involve tortious conduct or the infringement of any third-party rights; (iii) any disputes between Customer and any of its program distributors or other distributors or affiliates; and (iv) any disputes or claims involving the subscribers for the programming services of Customer, including, but not limited to, a subscriber altering or modifying programming content, a subscriber streaming, transmitting, downloading, storing, viewing or playing programming content to/on other devices which may be located within or outside subscriber's premises. This paragraph of this Section 22 shall survive termination or expiration of Customer Purchase Order.

In the event of an infringement allegation for which ARRIS is obligated to defend and hold Customer harmless, ARRIS may at its discretion satisfy its indemnification obligation by doing one of the following: (i) obtain a license that allows Customer to continue to use the accused Product, (ii) replace or modify the accused Product with changes that reasonably meet the ARRIS specification, so as to be non-infringing, or (iii) if (i) and (ii) are not commercially reasonable, repurchase ARRIS' provided Product at its depreciated value based on a three-year amortization schedule.

The above shall be Customer's sole and exclusive remedy for infringement of any Product provided by ARRIS hereunder, whether direct or contributory, and is in lieu of all warranties, express, implied or statutory.

Customer shall be liable and shall indemnify ARRIS and ARRIS Indemnified Parties against any losses, damages, liabilities, expenses, costs (including court costs and attorney's fees), claims, suits, demands, actions, causes of actions, proceedings, judgments, assessments, deficiencies and charges caused by, relating to or arising from Customer's use of the Products and/or Services in contravention of this Agreement or as a result of any breach or default by Customer of this Agreement and/or any purchase order or other agreement between the ARRIS and Customer.

23. **PUBLICITY.** Except for Customer's internal use of ARRIS' trademarks, Customer shall not use any ARRIS trademark or trade name for any other purpose whatsoever without the express written consent of ARRIS.
24. **SOFTWARE LICENSE.** Unless specified in a separately negotiated agreement or if a third party license is provided with the Software, provided that the Customer has paid all applicable fees to ARRIS, and assuming that the Customer has not negotiated a separate specific agreement or been granted a third-party license with the Software, then ARRIS grants to Customer a limited, royalty-free, nonexclusive and nontransferable, non-sublicensable license limited solely to the use of the Software's application with the Hardware, if applicable, sold in conjunction with the Software for its intended purposes, which purposes preclude Customer's provision of any product or service to a third party that would alleviate any third party from the obligation or need to obtain a separate license to the Software. Use of the Software is limited to the internal business operations of Customer. Customer is responsible for its agents, contractor's outsourcers, customer's and supplier's use of the application package and their compliance with this Agreement. All rights, title to and ownership of all applicable intellectual property rights in the Software, including but not limited to patents, copyrights and trade secrets remain with ARRIS and its licensors. Customer shall not attempt to acquire any other rights or assign or transfer any intellectual property rights in the Software in contravention of ARRIS' or its licensors rights. ARRIS' rights extend to any accompanying printed materials and online or electronic documentation, and any authorized copies of the above materials. The Software as used herein includes unpublished software, trade secrets and confidential or proprietary information of ARRIS or its licensors and is developed at private expense. Customer may use third-party software products or modules supplied by ARRIS solely with the Products, unless the licensing terms of the third-party software specify otherwise. The Customer agrees that its use of the Software is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public or private comments made by ARRIS regarding future functionality or features, except as mutually agreed upon in writing by the parties.
- Customer shall not modify, create derivative works, reverse engineer, decompile, disassemble or in any manner attempt to derive the source code from the Software (including but not limited to review of data structures or similar materials produced by Software), in whole or in part, except and only to the extent that such activity is expressly permitted by applicable law and provided always that: (i) the Customer gives ARRIS reasonable notice before attempting to exercise any such right; and (ii) that such use does not permit unnecessary disclosure or communication without ARRIS' prior written consent to any third party; and (iii) such right is not used to create any software which is substantially similar to the Software. Customer is entitled to make a single copy of the Software solely for backup or archival purposes and all title, trademark, copyright, restricted rights or any other proprietary notices shall be reproduced in such copy. Unless otherwise agreed to in writing, Customer shall not use, copy, modify, lend, share, lease, rent, assign, sub-license, provide service bureau, time-sharing, hosting, outsourcing or subscriptions services, or distribute or transfer the Software or any copies thereof, in whole or in part or make the Software available in any manner to any third party for use in the third party's business operations (unless such access is expressly provided in this Agreement). The publication or disclosure of any results of benchmark tests run on the Software is prohibited. Customer shall not remove, obscure or alter any markings or notice of copyright, patent, trade secret, trademark or other proprietary right or disclaimer appearing in or on any Software or accompanying materials. All rights not expressly granted hereunder are reserved by ARRIS.
- Customer shall not subject ARRIS' proprietary software or proprietary derivative works in whole or in part to any of the terms of an Excluded License. "Excluded License" means any license that requires (as a condition of use, modification and/or distribution of software) such software or other software combined and/or distributed with such software be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge. Loadable Kernel Modules are subject to the GPL, as derivatives of the Linux Kernel, and are considered licensed under an Excluded License.
- The Software may contain embedded third-party software ("Embedded Third-party Software"). The licensors of such Embedded Third-party Software shall be third party beneficiaries entitled to enforce all rights and obtain all benefits which relate to such licensors under this Agreement. The licensors of such Embedded Third-party Software shall not be liable or responsible for any of ARRIS' covenants or obligations under this Agreement, and Customer's rights or remedies with respect to any Embedded Third-party Software under this Agreement shall be against ARRIS. Customer shall not directly access or use any Embedded Third-party Software independently of the Software unless Customer obtains appropriate licenses. Under certain circumstances, ARRIS shall advise that Customer needs to obtain a license for other third-party software ("Third-party Software") for use in conjunction with the Software. Customer agrees that the terms and conditions agreed to between Customer and such Third-party Software vendor, including but not limited to warranties, indemnification and support, shall be solely between Customer and the Third-party Software vendor, and ARRIS shall not have any responsibility or liability for such Third-party Software.
- ARRIS Products may contain Open Source Software. If Open Source Software is used, and the applicable Open Source Software license requires it to be made publicly available, then, upon written request from Customer, ARRIS shall make available the appropriate Open Source Software as per the applicable Open Source Software license terms. To the extent any license to any Open Source Software requires ARRIS to provide to Customer the rights to copy, modify, distribute or otherwise use any Open Source Software that are inconsistent with the limited rights granted to Customer under this Agreement, then such rights in the applicable Open Source Software license shall take precedence over the rights and restrictions granted under this Agreement, but solely with respect to such Open Source Software. Customer acknowledges that unless otherwise required by the applicable Open Source Software license, each Open Source Software license is solely between Customer and the applicable licensor of the Open Source Software. Customer shall fully comply with the terms of all applicable Open Source Software licenses, if any. Customer shall not use any Open Source Software in such a way that would cause the non-Open Source Software portions of the Software to be subject to any Open Source Software licensing terms and obligations.
- Customer agrees to inform ARRIS promptly if it becomes aware of any breach of the Software license and Customer agrees to enforce the terms of this Agreement against its customers and if ARRIS requires Customer to do so to protect its interest, at ARRIS' request, Customer shall assign to ARRIS or its designee the right to enforce the Agreement. Upon termination of the Software license resulting from any Customer breach of the terms and conditions of this Agreement, Customer shall discontinue use and destroy or return to ARRIS all copies of the Software and related documentation and provide ARRIS written declaration of compliance.
25. **PROVISIONS RELATING TO ERICSSON SOFTWARE.** The provisions set forth in this Section 25 are applicable only to ARRIS' Set top Box Products ("STBs") that include Ericsson Software.
- (a) **Certificate Revocation.** Customer acknowledges that Ericsson may revoke the Ericsson IPTV CA Certificate and the associated signed ARRIS CA Certificate. Further, ARRIS shall, upon Ericsson's request, revoke a Device Certificate: (a) upon Ericsson's or ARRIS' reasonable knowledge or suspicion of a compromise of the "Private Key" (as defined herein) or a private key associated with such Certificate; or (b) if Ericsson or ARRIS determines that the Device Certificate was not properly used. Private Key means the private key generated by ARRIS that is cryptographically related to the public key contained in an OEM CA Certificate and used to sign device certificates. ARRIS shall have no liability of any kind associated with the expiration or revocation of Ericsson or ARRIS CA Certificate as set forth here.
- (b) **Supplemental Code.** Customer acknowledges and agrees that Ericsson may periodically provide required or optional Supplemental Code, as defined herein, to the STBs (including bug fixes, patches and other updates), which ARRIS shall (if required) or may (if optional) incorporate into the STBs. Supplemental Code is defined as additional or replacement code of any portion of the Ericsson Software as Ericsson may provide from time to time. Any additional license rights or limitations related to the Supplemental Code provided to Customer by ARRIS shall be described in a letter from ARRIS to Customer accompanying the Supplemental Code. In the event that Customers receives Supplemental Code from Ericsson without express approval from ARRIS, ARRIS shall have no liability or obligations for additional license rights, fees or obligations incurred by the Supplemental Code.
- The following shall apply to Supplemental Code: (i) The Supplemental Code letter or documentation accompanying the Supplemental Code may have additional or different terms and conditions than under this Agreement; (ii) If Customer does not use the Supplemental Code, these additional or different terms and conditions shall not apply to it; and, (iii) If Customer uses the Supplemental Code, then Customer shall comply with the additional or different terms and conditions as set forth in the Supplemental Code letter.
- (c) **Notices; Injunctions.** Customer agrees that ARRIS may provide Customer with forty-five (45) days prior written notice of Ericsson's recommendation that Customer should cease use, sale, offer for sale, importation or other disposition or promotion of one or more STBs or trademark(s) due to a claim with respect to the Ericsson Software. Customer agrees that Customer shall reimburse ARRIS for any and all damages, costs, and expenses (including reasonable attorneys' fees) incurred resulting from Customer conducting any activities contrary to such recommendation after the effective date of such notice.
- Without limiting the foregoing, if in connection with a Ericsson Software claim a court enjoins Customer or ARRIS from distributing STBs in its inventory and (i) such injunction is not lifted within sixty (60) days; (ii) Ericsson has not procured a license that enables Customer or ARRIS to distribute the enjoined Ericsson Software; or (iii) Ericsson has otherwise not modified Ericsson Software to make it non-infringing within such sixty (60) day time period, then such Ericsson Software shall no longer be available for incorporation into the STBs under this Agreement. ARRIS shall have no liability to Customer or any third party and shall not be in breach of this Agreement if it declines to make further shipments of STBs due to an injunction regarding the Ericsson Software.
- In the event of STB supply discontinuance under this Section 25, Customer shall be responsible for payment for all STBs and accessories previously ordered or forecasted for delivery for the 120 day period following the effective date of such notice.
26. **DATA PROTECTION.**
- 26.1 ARRIS will implement appropriate technical and organisational measures to protect personal data processed by ARRIS on behalf of Customer in connection with this Agreement ("Data") in accordance with Data Protection Laws. The details of the Data and its processing are set out in the Data Privacy Schedule attached hereto. The parties may update the Data Privacy Schedule or add new schedules from time to time by agreement in writing. ARRIS will not process Data except as necessary for the purposes of this Agreement and only in accordance with Customer's written instructions. ARRIS shall immediately notify the Customer if, in ARRIS's opinion, any instruction or direction from the Customer infringes Data Protection Laws. Following this notification, ARRIS shall continue processing according to such direction or instruction except to the extent the Customer withdraws or amends such direction or instruction. In the absence of such a written withdrawal or amendment of the direction or instruction, Customer agrees to indemnify ARRIS on demand against all losses that ARRIS may suffer as a consequence of continuing such processing, including without limitation losses arising from regulatory action or from claims made by data subjects. At Customer's request, ARRIS will provide support requested by the Customer in fulfilling its obligations subject to reimbursement of reasonable costs incurred.
- 26.2 Customer hereby provides a general authorisation for ARRIS to subcontract the processing of any Data. ARRIS shall notify Customer of any intended changes concerning the addition or replacement of sub-processors as soon as possible and where practicable in advance of the change taking place. Customer may object to the intended change within thirty (30) days of the notification from ARRIS, and where it does so object, the specific impacted services shall be terminable for convenience in accordance with this Agreement. For the avoidance of doubt, if ARRIS engages a sub-processor, ARRIS remains liable to the Customer for the performance of the sub-processor's obligations under Data Protection Laws or any acts or omissions of the sub-processor. Customer consents to the sub-processors and processing specified in the Data Privacy Schedule attached hereto.
- 26.3 ARRIS shall promptly notify Customer of any actual or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data. ARRIS shall provide reasonable co-operation with any investigation regarding the breach and take all necessary measures to limit further unauthorised disclosure of or unauthorised processing of Data subject to reimbursement of reasonable costs incurred.
- 26.4 Upon request, on a confidential basis, and no more than one (1) time in any twelve (12) month period (or more frequently if required with regard to a regulatory audit or investigation), ARRIS will make information available to Customer to demonstrate its compliance with this Section and shall permit and assist with audits, including on-site inspections of ARRIS's business premises or processing facilities, conducted by Customer or a third party to assess ARRIS's compliance with this Section. Except as provided otherwise by law, upon termination of this Agreement, ARRIS will, at Customer's option, immediately delete or return all Data.
- 26.5 Data shall only be transferred outside the European Economic Area where ARRIS puts in place appropriate safeguards for the protection of the Data, or where permitted by Data Protection Laws. Customer hereby approves the use of the standard contractual clauses set forth in the EU Commission Decision 2010/87/EU of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC or the then-current standard contractual clauses ("Model Contract Clauses") as a legally enforceable mechanism for transfers of Data and hereby appoints ARRIS as its agent for the sole purpose of ARRIS entering into any such Model Contract Clauses with a relevant data importer in the name and on behalf of Customer as the relevant data exporter, provided that ARRIS shall not modify, vary, supplement or disapply any of the Model Contract Clauses without Customer's prior written approval. Notwithstanding the foregoing, the Customer agrees that ARRIS is authorised to enter into Model Contract Clauses on Customer's behalf which include indemnification provisions equivalent to those set out in Section 26.6 below. Notwithstanding any other provision of this Agreement or the Model Contract Clauses, Customer undertakes not to make a claim against any signatory of the Model Contract Clauses for any liability, fines, damage or loss which would not be recoverable from ARRIS under the terms of this Agreement.
- 26.6 ARRIS shall indemnify, defend and hold Customer harmless from any fines imposed on Customer by a data protection regulator and damages finally awarded against Customer by a court of competent jurisdiction (together "Data Protection Losses"), in both cases solely to the extent such Data Protection Losses arise from or are connected with ARRIS's breach of the Data Protection Laws in connection with the processing of Data under this Agreement. Indemnification is contingent on: (i) Customer promptly notifying ARRIS of the claim, regulatory investigation or enquiry which may result or has resulted in the Data Protection Losses ("Proceedings"); (ii) ARRIS having sole control of the defence and settlement of any such Proceedings; (iii) Customer not making any admission of liability in respect of such Proceedings, or settling such Proceedings without the prior written approval of ARRIS; and (iv) Customer providing reasonable co-operation and assistance to ARRIS in defence of such Proceedings. ARRIS's liability under this indemnity shall be limited to the price actually received or receivable by ARRIS for the services provided by ARRIS which the Proceedings determine caused the Data Protection Losses minus, for the avoidance of doubt, any damages or losses that ARRIS or any member of the ARRIS group has paid to the Customer in respect of all liability, fines, damage or loss suffered by the Customer arising from or in connection with this Section 26. Customer acknowledges that the indemnity provided pursuant to this Section 26.6 represents its sole and exclusive remedy in relation to liability, fines, damage or loss arising from or connected with this Section 26 or any breach of Data Protection Laws by ARRIS.
- 26.7 Customer acknowledges that ARRIS is not responsible for the design or functionality of third party software or firmware, the output or results of such software or firmware, or for conducting any processing of personal data using such software or firmware, unless expressly agreed otherwise in writing by ARRIS.
27. **AUDIT.** ARRIS shall have the right, upon reasonable notice, to audit the Customer usage of the Software to ensure compliance with applicable terms and conditions. Audits shall not occur more frequently than once per quarter. Customer shall provide reasonable assistance and access to information in the course of such audit and shall permit ARRIS to report the audit results to the applicable third party licensor. If any audit reveals any underreported, unpaid or unauthorized use of the Software, then Customer shall promptly pay to ARRIS the then current fee representing the underreported, unpaid or unauthorized use of the Software and Customer shall be responsible for the costs and expenses of the inspection and audit if such inspection and audit reveals that the then current fee representing the underreported, unpaid or unauthorized use of the Software is equal to or greater than 5% of the amounts actually paid by Customer.
28. **ASSIGNMENT.** Customer may not assign its rights nor delegate its obligations under any or all of its Purchase Orders unless ARRIS' written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.
29. **INDEPENDENT CONTRACTOR STATUS.** ARRIS and Customer understand and agree that ARRIS is an independent contractor with respect to all work performed pursuant to this Agreement. ARRIS assumes no obligation of Customer under any federal, state, or local law, statute or ordinance relating to workmen's compensation, disability, old age benefit, industrial safety, or other similar matters.
30. **CANCELLATION.** ARRIS may, upon written notice to Customer, cancel any and/or all Customer Purchase Orders effective immediately if: (i) Customer makes an assignment for the benefit of creditors, is unable to pay its debts as they become due; files a voluntary petition in bankruptcy; is adjudicated to be a bankrupt or an insolvent debtor; files a petition seeking for itself any reorganization; or consents to or acquiesces in the appointment of a trustee, receiver or liquidator; (ii) Any proceeding seeking involuntary reorganization, or similar relief is filed against Customer which is not dismissed within one (1) month after filing, or if any trustee, receiver or liquidator of Customer or any substantial part of its business assets, or properties is appointed without ARRIS' consent or acquiescence and such appointment is not vacated within one (1) month after such appointment; (iii) Customer ceases doing business as a going concern or it or its shareholders take any action looking to its dissolution or liquidation; (iv) Customer fails to perform any material obligations and such failure is not remedied within fifteen (15) calendar days after notice has been given Customer; (v) Customer fails to pay for any Purchase Order in accordance with the invoice payment terms; or (vi) Any change occurs in the direct or indirect ownership of Customer if, in ARRIS' opinion, such change may be detrimental to ARRIS' interest hereunder. Any cancellation pursuant to this Section shall be in addition to and shall not be exclusive of or prejudicial to any other rights or remedies at law or in equity available to ARRIS.
31. **MATERIAL FURNISHED BY CUSTOMER.** If Customer is to furnish any material or equipment to ARRIS for the purpose of performance and completion under this Agreement, Customer shall be liable to ARRIS, without any restrictions on Customer's liability, for any loss, damage, or expense resulting directly or indirectly from any delay in delivery of such material or property or any defects therein.
32. **TOOLS.** Unless otherwise agreed upon, all tools required for production, or engineering advances developed by ARRIS as a result of producing items in an order, are to remain the property of ARRIS to be used or sold to any person by ARRIS in its sole discretion and without restriction.

33. **MANUFACTURE OF SPECIALTY ITEMS.** On goods classified as specially manufactured, that is, goods fabricated to individual Customer requirements, drawings, specifications, and/or Customer design, as contrasted to standard items offered by ARRIS for general sale, ARRIS shall have the right to manufacture or fabricate the entire quantity ordered in one production run, although shipments shall be made in accordance with Customer's requested schedule. Customer understands and agrees that the value of any components, subassemblies, and/or finished assemblies for specially manufactured goods shall be considered as a part of damages payable by Customer in the event of termination without proper cause.
34. **INSPECTIONS AND CERTIFICATES OF CONFORMANCE.** Inspections required by the Customer at the time of manufacture of goods shall be limited to the electrical tests only and Customer shall pay ARRIS a service charge for such inspection. Certificates of conformance relating to materials used in manufacture must be requested prior to shipment of the goods.
35. **DATA AND INFORMATION ON FINISHED PRODUCTS.** The amount and type of data and information furnished to Customer concerning items purchased hereunder shall be determined by ARRIS.
36. **SEVERABILITY.** If any provision of this Agreement is held by a court, government agency or other legal authority of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not invalidate, void or render unenforceable any other portion of this Agreement but rather this Agreement shall be construed as if it did not contain the particular invalid, illegal or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.
37. **SET-OFF.** Customer may not set-off any amount owing from ARRIS to Customer against any amount payable by Customer to ARRIS, whether or not related to the same Customer Purchase Order.
38. **FORCE MAJEURE.** ARRIS is not liable for failure or delay in fulfilling its obligations due to any causes beyond its control. In the event of any such delay, the date for shipment or performance of Services shall be extended correspondingly. ARRIS retains the right to determine the allocation of its inventory of Products among itself, its present and future customers and Customer. In the event ARRIS partially fills Customer's Purchase Order, Customer shall, nonetheless, continue to make payments on ARRIS' invoices during the period in which the delay is in effect for those Products and/or Services delivered. If an event of Force Majeure prevents or delays ARRIS' performance for more than six (6) months, ARRIS shall have the right to terminate the applicable Purchase Order, with immediate effect.
39. **GOVERNING LANGUAGE AND CERTAIN REFERENCES.** The parties hereby confirm that they have agreed that all written documents between them be prepared in the English language only and such language shall be the governing language. The headings and titles are for convenience and are not intended to affect the meaning of the text. Reference to a party means ARRIS and Customer exclusively. In the event of a conflict between Customer's Purchase Order or associated documents and this Agreement, this Agreement including the Order Acknowledgment shall govern.
40. **GOVERNING LAW/VENUE.** The contract, as created by ARRIS' Order Acknowledgment, and all disputes arising hereunder shall be governed by, and interpreted in accordance with the laws of England and Wales, excluding its conflict of laws principles and excluding the provisions of the UN Convention on Contracts for the International Sales of Goods and the Uniform Computer Information Transactions Act...The parties hereto shall be subject to the exclusive venue of jurisdiction of the Courts of England and Wales. Should any term or provision hereof be held wholly or partly invalid or unenforceable said applicable laws, the remainder of this Agreement shall not be affected. If Customer institutes any legal proceeding in any other court, the prevailing party shall assume all costs in connection therewith, including reasonable attorney's fees.
41. **NOTICE.** Any notice required or permitted to be given shall be in writing, sent by express, registered or certified mail, return receipt requested, courier service or personal delivery, and shall be effective upon receipt or refusal. For the purpose of receiving notices under this Agreement, either party may change its address by giving the other party fifteen (15) days prior written notice of its new address.

Notices to ARRIS must be sent to:

ARRIS Global Ltd.
Victoria Road
Saltaire
West Yorkshire
BD18 3LF
United Kingdom
Attention: Legal Department

42. **WAIVER.** No waiver shall be valid unless in writing, signed by an authorized representative of ARRIS and no waiver granted shall release Customer from subsequent strict compliance herewith.
43. **SURVIVAL OF TERMS.** The termination or cancellation of any Customer Purchase Order or any relationship created hereunder between the parties or the delivery of Products or performance of Services under Customer's Purchase Order shall not affect each party's obligations and rights under this Agreement, which by their nature, survive, notwithstanding such termination, cancellation, delivery or performance.

DATA PRIVACY SCHEDULE

Subject-Matter of the Processing

Service(s) procured by Customer from ARRIS pursuant to this Agreement, which could include support services, maintenance services, professional services, and other services requested by Customer. Processing could involve some/all of the following:

Collection, transfer, storage, analysis, reporting, data provisioning services, application / equipment / network configuration services, technical support, engineering troubleshooting activities, application / equipment / network maintenance and management, processing in accordance with Customer's instructions, deletion, incidental access to data, search, display in user interface functionality.

Duration of the Processing

The term of the relevant service(s) as specified in this Agreement or Purchase Orders placed hereunder.

Nature and Purpose of the Processing

As further described in this Agreement, Purchase Orders placed hereunder and/or the relevant service description.

Type of Data

Various categories of personal data within and in relation to Customer's equipment and services to which access is provided for the purpose of delivering the relevant service(s) procured from ARRIS. This could include but is not limited to some/all of the following (to the extent that they are considered to be personal data under applicable Data Protection Laws):

- Equipment MAC addresses, IP addresses
- Names, addresses, postal codes, country, phone numbers, latitude and longitude of location of subscriber equipment, service (location) identification references, subscriber/customer identification references, equipment serial number, service priority details.

Special Categories of Data (if relevant)

The processing of special categories of data is not anticipated.

Categories of Data Subjects

Subscribers to / customers of / users of services and products supplied by Customer and/or ARRIS.

Sub-Processors (including Country of Processing)

Information about sub-processors, including their functions and locations, is available at www.arris.com/company/legal/gdpr/subprocessors (as may be updated by ARRIS from time to time).