



DESIGN SERVICES TERMS AND CONDITIONS

TESSCO Incorporated (“TESSCO”) offers design assistance and product recommendation services (the “Services”) based on information furnished in writing by you, the Customer. By requesting Services and furnishing information to TESSCO, the Customer agrees to the following terms and conditions (the “Agreement”).

1. Incorporation of TESSCO Terms and Conditions of Sale. Customer expressly acknowledges and agrees to TESSCO’s Terms and Conditions of Sale (“Terms and Conditions”) which are incorporated herein by reference and are currently found at <http://www.tessco.com/go/terms>. Except as expressly modified herein by this Agreement, the Terms and Conditions shall be incorporated herein by reference as if the same were set forth in their entirety and the provisions of the Terms and Conditions are hereby ratified and confirmed. For the limited purposes of this Agreement, the terms of this Agreement shall govern any conflict between the terms of the Terms and Conditions and this Agreement.

2. Pricing and Rates. TESSCO reserves the right to bill the Customer at a rate of \$100 per hour with a one (1) hour minimum charge. Time estimate quotations will be provided to the Customer for approval. All quotations are based upon the information provided to TESSCO at the time the Services are requested. Any changes or additions to the original information submitted by the Customer may increase the time necessary for the performance of the Services and in such event TESSCO will provide a revised time estimate quotation to the Customer for approval. If TESSCO determines that a design is substantially changed or a redesign is required, the new or additional work will be considered a new design subject to a new time estimate quotation.

3. Deliverables. Upon completion of the Services, TESSCO will provide Customer with a list of products that generally compose the design solution and which is based solely on information provided by the Customer, as well as any additional assumptions and exclusions by TESSCO. All documents and information provided by TESSCO to Customer shall be considered the confidential and proprietary work product of TESSCO. They may not be copied, reproduced, published, displayed, or distributed, in whole or in part in any medium, by any means, for any purpose without the express prior written content of TESSCO. Notwithstanding the foregoing, the Customer may provide any necessary information to its customer with same conditions and restrictions as set forth in this paragraph.

4. Customer’s Responsibilities and Obligations.

a. TESSCO does not provide field services, perform site surveys, or conduct any similar site-specific services, surveys, or reviews. TESSCO relies entirely on the quality and quantity of information furnished in writing by the Customer in the

performance of its Services. The Customer must provide TESSCO with information that is accurate, complete, and based upon knowledge of the project site.

b. Customer guarantees and warrants that it and its employees, agents, and representatives are familiar with, certified by, and trained on the installation, use, and limitation of all applicable equipment and accessory items (including, but not limited to, optical fiber, coax cable, and all other required accessories) from the relevant manufacturers that are the subject of TESSCO's Services and design solution.

c. Customer acknowledges that it is solely responsible for evaluating all Services and design solutions in such a manner as it sees fit to determine that the design solution provided satisfies its requirements. Customer acknowledges that only it can adequately evaluate whether TESSCO's design solution will satisfy Customer's requirements and will function or perform appropriately within existing site conditions.

d. TESSCO does not perform any installation or commissioning services. Customer shall be solely responsible for performing any and all installation or commissioning services.

5. Warranties; Disclaimers; Assumption of Risk by Customer.

a. Subject to the limitations set forth below, TESSCO warrants that the Services will be provided in a good and workmanlike manner and that the products purchased from TESSCO will meet the functional specifications communicated to TESSCO in writing, provided that: (i) all information furnished to TESSCO in writing concerning the site features and characteristics is accurate and complete; (ii) the design solution TESSCO proposes is implemented in accordance with TESSCO's recommendations and the requirements and specifications of the relevant equipment manufacturers; and (iii) all products (both hardware and software) that TESSCO recommends are purchased directly from TESSCO.

b. Although TESSCO warrants that the products specified in TESSCO's design solution will work together to meet the functional specifications communicated to TESSCO in writing, TESSCO makes no independent warranties with respect to products purchased from TESSCO but does pass through the warranties provided by the product manufacturer or supplier of the products. The terms of these manufacturer and supplier warranties may be available on www.tessco.com. If a particular product should prove defective or otherwise not conform to the manufacturer's or supplier's warranty, TESSCO will reasonably assist the Customer in pursuing its warranty claim against the manufacturer or supplier.

c. TESSCO's Services are based on the products that TESSCO regularly offers for sale, the manufacturers' specifications for those products, and TESSCO's experience with those products.

d. TESSCO's sole and exclusive obligation in the event of a breach of any of TESSCO's warranties is to repair or replace the defective or nonconforming product or, at TESSCO's sole option and discretion, to refund the purchase price of the product, provided that the defective or non-conforming product is returned to TESSCO in the same condition as when purchased (i.e., in unmodified, new, resaleable condition in the original packaging and with all original product manuals and documentation) and in accordance with TESSCO's standard return procedures. The foregoing represents the Customer's sole and exclusive remedy for any such breach of warranty.

e. **ALL SERVICES, DESIGN SOLUTIONS, INFORMATION, AND MATERIALS PROVIDED BY TESSCO ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.**

f. TESSCO makes no guarantee of any kind regarding the accuracy, correctness, or suitability of any information and materials provided by TESSCO. While every effort has been made to ensure the accuracy, correctness, and suitability of such information and materials, TESSCO assumes no, and specifically disclaims any, responsibility for any errors and omissions.

g. TESSCO makes no guarantee and has no responsibility regarding compliance with any applicable laws, regulations, or rules regarding installation or commissioning of any products, including any building codes or zoning ordinances. It is Customer's sole obligation to verify and ensure its compliance with all applicable laws, regulations, and rules related in any way to the installation or commissioning of any products offered for sale by TESSCO.

h. TESSCO is not responsible for the performance of any design solutions (including the component products) with pre-existing site conditions or site conditions that are modified, changed, discovered, or disclosed after the performance of the Services, including conditions related to, or the existence of, optical fiber, cable, equipment, or other site infrastructure, equipment, or accessories.

6. TESSCO's Representations. TESSCO makes no additional representations or warranties concerning any products that are different from, or additional to, any representations or warranties set forth in the Agreement.

7. Limitation of Liability. In no event shall TESSCO be liable to the Customer, its agents, representatives, employees, or any third parties under any legal theory whatsoever, regardless of whether characterized as tort, negligence, contract, warranty, or otherwise, for any damages, loss of profits, or other economic loss, including, but not limited to, such losses as: (i) wages paid to Customer's employees; (ii) lost revenue; (iii) lost use of equipment; (iv) purchase, lease, or other acquisition of replacement, substitute, or temporary equipment, facilities, or services; (v) costs of



capital; (vi) costs or losses related to downtime; (vii) manual labor costs; or (viii) any other indirect, incidental, special, consequential, reliance, punitive, or other similar damages arising out of any claim relating to the Services or design solution provided by TESSCO or the Customer's purchases of products from TESSCO, including losses resulting from the Customer's general or particular requirements or needs, whether or not TESSCO, at the time of contracting, had reason to know of such requirements or needs, and whether or not such losses could have been reasonably prevented by Customer by cover or otherwise. TESSCO's liability to the Customer shall in no event exceed the purchase price of the nonconforming goods or services giving rise to TESSCO's liability to the Customer. The manufacturer's/supplier's warranties that TESSCO passes through to the Customer typically contain limitations similar to those stated in this paragraph.