

TERMS AND CONDITIONS OF SALE

PLEASE READ THIS DOCUMENT CAREFULLY – IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. These terms and conditions of sale (these "Terms") apply to your purchase of Pluribus Networks, Inc. ("Pluribus") hardware products, software licenses, professional services, and support (collectively, the "Products"). By receiving, downloading, installing, using, or accepting delivery of Products, you agree that you accept and are bound by these Terms. THESE TERMS SHALL APPLY UNLESS (I) YOU HAVE A SEPARATE, MUTUALLY-EXECUTED PURCHASE AGREEMENT WITH PLURIBUS, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (II) OTHER PLURIBUS TERMS AND CONDITIONS APPLY TO THE TRANSACTION.

1. Payment Terms. You will pay the full amount set forth in the invoice, in U.S. Dollars, without deduction or setoff of any kind, within thirty (30) days of the date of the invoice. If the Pluribus quote through which you order Products indicates a different payment schedule, or requires payment in advance, the payment schedule on the Pluribus quote will apply. Pluribus may modify these payment terms if, in Pluribus' discretion, your payment record or financial condition warrants it. Amounts paid pursuant to these Terms are not refundable, except as otherwise expressly stated in the EULA (defined below). Any amount not paid when due will be subject to finance charges equal to 1.0% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid. Pluribus retains a purchase money security interest in the Products until you have paid for them in full, and you agree to execute any paperwork required by Pluribus to effectuate such security interest(s).

2. Shipping; Title; Risk of Loss. Shipping dates are estimates only. Pluribus will not be liable for any failure to deliver Products by any particular date. Products are sold Ex Works (EXW) Pluribus' facility. As used in these Terms, the term EXW will be construed in accordance with the International Chamber of Commerce "Incoterms 2010." Risk of loss will pass to you when the Products are made available to the carrier at Pluribus' facility. You will pay all freight and other shipping expenses; at your request, Pluribus will prepay and invoice you for those expenses. You will be responsible to pay for any insurance you wish to purchase for your shipments. Title to Products (not including any software or firmware contained in Products) passes from Pluribus to you upon the later of (i) full payment for Products, or (ii) delivery of Products to you. Title to all software and firmware, and all intellectual property rights therein, will at all times remain with Pluribus or its applicable licensor(s). Orders placed for Products are non-cancellable and non-changeable without Pluribus' prior written consent, which consent may be withheld at Pluribus' sole discretion.

3. Taxes. In addition to any other payments due, you will pay all sales, use, value-added and other taxes (except taxes on Pluribus' net income), as well as all customs, duties and tariffs now or hereafter claimed or imposed by any governmental authority upon your purchase of the Products (including, without limitation, the production, storage, sale, transportation, or use of the Products) or upon payments due to Pluribus under these Terms, or you will present an exemption certificate acceptable to the taxing authorities. Except for income taxes levied on Pluribus, you: (i) will pay or reimburse Pluribus for all national, federal, state, local or other taxes and assessments of any jurisdiction, including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and (ii) will not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to Pluribus hereunder. The purpose of this Section 3 is to preserve the payments to Pluribus from being reduced because of withholding taxes, duties and other taxes and assessments that may be imposed by a jurisdiction in which you operate or are subject to taxation.

4. Software and Firmware. Products may include software or firmware. To the extent that software is included with the Products, such software is licensed and not sold, and is provided pursuant to the terms of Pluribus'

then-current standard end user license agreement, found at <http://www.pluribusnetworks.com/eula/> (the "EULA"). You agree that you are bound by the terms of the EULA. To the extent that firmware is embedded in Products, you are granted a non-exclusive, non-transferable license to use such firmware, solely in conjunction with the Product in which it is embedded. You acknowledge and agree that portions of the Products, including, without limitation, the source code and the specific design and structure of individual software modules or programs, constitute trade secrets of Pluribus and its licensors. Accordingly, you may not disassemble, reverse engineer, copy or modify the Products, in whole or in part, nor permit nor authorize any third party to do so, except to the extent that such a prohibition would violate applicable law. You may not rent, lease, distribute, or resell the Products without our express written consent in each case. You may not remove, amend, obscure or modify any product markings or any indication of Pluribus' proprietary rights appearing on the Products as delivered to you.

5. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES, IF ANY, SET FORTH IN THE EULA, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PLURIBUS DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS RELATING TO THE PRODUCTS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND SPECIFICALLY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. YOU ACKNOWLEDGE THAT THE PRODUCTS ARE NOT DESIGNED OR INTENDED FOR USE IN, AND THAT PLURIBUS SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS OF THE PRODUCTS FOR USE IN: (I) THE DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF ANY NUCLEAR FACILITY; (II) NAVIGATING OR OPERATING AIRCRAFT; OR (III) ANY LIFE-SAVING, LIFE-SUPPORT OR LIFE-CRITICAL MEDICAL EQUIPMENT.

6. Limitation of Liability. PLURIBUS'S TOTAL LIABILITY TO YOU OR TO ANY THIRD PARTY, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS YOU PAID TO PLURIBUS FOR THE PRODUCTS IN THE SPECIFIC ORDER(S) FROM WHICH THE LIABILITY ARISES, AND IN NO EVENT WILL SUCH TOTAL LIABILITY EXCEED THE AMOUNTS YOU HAVE ACTUALLY PAID US DURING THE THREE (3) MONTHS PRIOR TO THE DATE IN WHICH THE LIABILITY AROSE. THIS LIMITATION OF LIABILITY IS CUMULATIVE, AND NOT PER INCIDENT. IN NO EVENT WILL PLURIBUS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) RELATED TO THESE TERMS OR THE USE OR PERFORMANCE OF PRODUCTS, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT PLURIBUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY

EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

7. **Compliance with Law.** You will observe all applicable laws and regulations related to your use of the Products. The Products may be subject to import and export laws and regulations of the United States and other countries. You, at your own expense, will comply with all applicable export and import laws and regulations, including those of the United States that prohibit or limit export to certain countries, for certain uses, or to certain users, and you be responsible for obtaining licenses to export, re-export, or import the Products, as necessary. Each party agrees to provide the other party with information, supporting documentation, and assistance as may be reasonably required in connection with securing the necessary authorizations or licenses required for the transactions contemplated by these Terms, or in connection with a party's associated reporting or recordkeeping obligations. You certify that you are not on the U.S. Department of Commerce's Denied Parties List or affiliated lists, the U.S. Department of Treasury's Specially Designated Nationals List, or on any other export exclusion list of any other U.S. or non-U.S. governmental agency. You further certify that neither the U.S. Bureau of Industry and Security nor any other U.S. or non-U.S. governmental agency has issued sanctions against you or otherwise suspended, revoked or denied your import or export privileges.

8. **General.** These Terms will be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules and principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising out of these Terms will be brought exclusively in the federal or state courts location in Santa Clara County, California, and the parties hereby irrevocably consent to personal jurisdiction and venue therein. You may not assign or transfer these Terms, in whole or in part, by operation of law or otherwise, without Pluribus' prior written consent, and any attempt by you to do so without such consent shall be void and of no effect. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. The failure by Pluribus to enforce any provision of these Terms will not constitute a waiver of future enforcement of that or any other provision. The parties to these Terms are independent contractors, and neither party will have the right to bind the other contractually. Any waiver, modification, or amendment of any provision of these Terms will be effective only if in writing and signed by authorized representatives of both parties. If any provision of these Terms is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and that other provisions will remain in full force and effect. These Terms (along with the Pluribus quote or invoice referencing these Terms) are the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all prior or contemporaneous proposals, understandings or communications between the parties, oral or written, regarding its subject matter. Any terms or conditions contained or referenced in your purchase order or other ordering document or communication that are inconsistent with or in addition to these Terms are hereby rejected by Pluribus, and will be deemed void and of no effect.