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ANRITSU COMPANY AND ANRITSU AMERICAS SALES COMPANY
PURCHASE ORDER TERMS AND CONDITIONS

1. Entire Agreement. The terms and conditions set forth below, and those appearing on the face hereof or attached hereto, constitute the complete and exclusive statement of all terms of agreement between Anritsu Company and/or Anritsu Americas Sales Company (“Anritsu”) and Seller (the “Terms”), and shall take precedence over Seller’s additional or different terms and conditions, which shall not be expressly or impliedly deemed accepted by Anritsu. Acceptance by Seller is limited to these Terms and Anritsu hereby rejects and deems deleted, any additional or different terms and conditions than those contained herein. Seller’s commencement of work, shipment of goods, or any other performance under this Purchase Order ("PO") shall constitute Seller’s acceptance of these Terms. The goods and services to be provided under this PO are referred to herein as "Products." Any contradictory or additional terms and conditions must be agreed to in writing.
2. Price and Terms
   2.1. Except as otherwise provided herein, all prices are exclusive of all applicable federal, state and local use, sales, property (ad valorem) and similar taxes. When applicable, such taxes shall appear as separate items on Seller's invoice.
   2.2. Seller warrants that the prices charged for Products ordered herein are no less favorable than the lowest prices charged to any other similarly situated customer for similar quantities of products of like kind and quality. If Seller offers more favorable pricing to any such customer during the term of this PO, Seller shall promptly notify Anritsu and the pricing under this PO shall be automatically adjusted to match such more favorable pricing, effective as of the date first offered to the other customer. Upon reasonable request, Seller shall provide Anritsu with documentation sufficient to verify compliance with this provision.
   2.3. Invoices must be sent to AccountsPayable@Anritsu.com for Anritsu to process payment. Unless otherwise stated on the face of this PO, payment terms are net forty-five (45) days from Anritsu's receipt of a conforming invoice. Anritsu reserves the right to reject any invoice submitted more than ninety (90) days after the date of delivery of the applicable Products or completion of the applicable services.
   2.4. Pricing, as stated within this PO, reflects the price that must be stated on Seller’s invoice for Anritsu to process payment. If the invoice does not reflect the PO pricing, Anritsu reserves the right to reject the invoice and/or pay the PO price instead of the invoice price.
   2.5. Anritsu may withhold payment, in whole or in part, on any invoice to the extent Products are the subject of a good-faith dispute regarding quality, conformance, compliance, or any other obligation under these Terms. Such withholding shall not constitute a breach of this PO and shall not relieve Seller of its obligation to continue performance. Withheld amounts shall be paid promptly upon resolution of the dispute.
   2.6. Tariffs and Customs Duties. Unless otherwise specified on the face of this PO, prices include all applicable tariffs, duties, and customs charges in effect as of the date of this PO. Seller shall not increase prices to pass through new or increased tariffs, duties, or similar governmental charges without Anritsu's prior written consent. Seller warrants that

the Products are not subject to any antidumping duty or countervailing duty order. Seller shall use commercially reasonable efforts to mitigate the impact of tariffs on Products supplied hereunder. If new or increased tariffs, duties, or similar governmental charges are imposed after the date of this PO that increase the total cost of the Products to Anritsu by more than fifteen percent (15%) of the PO price, either party may request renegotiation in good faith. If the parties are unable to reach agreement within thirty (30) days of such request, Anritsu may terminate this PO without liability, except for payment for conforming Products delivered and accepted prior to termination. Seller's obligations regarding tariff classification, country of origin documentation, and customs compliance are set forth in Section 12.3. Seller shall indemnify Anritsu against all penalties, additional duties, fines, and costs arising from Seller's failure to comply with this Section or Section 12.3.

3. Delivery
   3.1. Time is of the essence in this PO. Delivery shall be strictly in accordance with the schedule set forth herein. Seller shall promptly notify Anritsu of any actual or anticipated delays in shipment. In the event of late delivery, Anritsu shall provide Seller with written notice, and Seller shall have five (5) business days from receipt of such notice to cure the delay. If the delay is not cured within such period, Seller shall pay to Anritsu, as liquidated damages and not as a penalty, an amount equal to 0.5% of the total price of the delayed Products for each full week of delay following the expiration of the cure period, up to a maximum of 5% of the total price of the delayed Products. Such liquidated damages are a genuine pre-estimate of Anritsu's loss and are Anritsu's sole monetary remedy for the delay itself, without limiting Anritsu's right to terminate for default, reject non-conforming Products, or pursue any other remedy for any breach other than delay. Anritsu reserves the right to cancel in whole or in part if Seller fails to make deliveries in accordance with these Terms.
   3.2. All shipping terms stated on this PO shall be interpreted in accordance with Incoterms 2020, published by the International Chamber of Commerce (ICC). Unless otherwise specified on the face of this PO, the applicable Incoterm shall be DAP (Delivered at Place) to Anritsu's designated facility. Title shall pass to Anritsu upon delivery to the destination specified in this PO. Seller shall be responsible for any loss or damage occurring during transit and for any Products which are not accepted or are rejected by Anritsu. In the event of any conflict between Incoterms 2020 and U.S. Uniform Commercial Code (UCC) shipping terminology (including "FOB Origin" or "FOB Destination"), Incoterms 2020 shall control for risk-of-loss and transportation responsibilities, and this Section shall control for title transfer.
   3.3. Subject to its rights of inspection and acceptance, Anritsu will be liable for payment only for quantities ordered and delivered to the proper Anritsu location in accordance with the instructions of this PO.
   3.4. Shipments delivered more than five (5) business days before the scheduled shipment date are not accepted. In the event Seller ships more than five (5) business days before the scheduled shipment date, Anritsu may reject shipment and have it returned at Seller's expense. If, in its sole discretion, Anritsu accepts an early shipment, Seller may not invoice until the scheduled ship date.

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3.5. Anritsu shall have a period of thirty (30) calendar days following delivery to inspect and accept or reject Products. Anritsu's inspection may include, without limitation, visual examination, dimensional verification, functional testing, and review of accompanying documentation. Payment for Products prior to completion of inspection shall not constitute acceptance. Acceptance of any part of a shipment shall not bind Anritsu to accept future shipments or waive the right to reject the same or similar Products in the future.

4. Changes. Anritsu may at any time, by written notice, direct changes to specifications, drawings, quantities, delivery schedules, packaging, or method of shipment for Products ordered under this PO. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this PO, an equitable adjustment shall be made in the price or delivery schedule, or both, and this PO shall be modified in writing accordingly. Any claim by Seller for adjustment under this provision must be submitted in writing within fifteen (15) calendar days from the date of Anritsu's change notice. Failure to submit a timely claim shall constitute a waiver of any right to adjustment.
5. Product Warranties
   5.1. Seller warrants all Products delivered hereunder will conform strictly to the design, specifications, drawings, samples or other descriptions provided to Anritsu in writing; will conform strictly to the requirements of this PO; and will be free from defects in material and workmanship.
   5.2. Such warranties shall survive any inspection, delivery, acceptance, or payment by Anritsu for the Products for a period of thirty-six (36) months following delivery to Anritsu's designated facility, unless a different warranty period is specified on the face of this PO or otherwise agreed in writing.
   5.3. Seller further warrants that: (a) Seller has good and marketable title to all Products delivered hereunder, free and clear of all liens, claims, security interests, and encumbrances; (b) the Products, and Anritsu's use thereof in the ordinary course of its business, do not and will not infringe any patent, copyright, trademark, trade secret, or other intellectual property right of any third party; and (c) the Products comply with all applicable laws, regulations, and industry standards in effect at the time of delivery.
   5.4. In addition to the warranties set forth herein, Seller hereby assigns and passes through to Anritsu all warranties and indemnities provided by third-party manufacturers, licensors, and component suppliers with respect to the Products or any part thereof. Seller shall, upon Anritsu's request, provide copies of all such third-party warranties and take all actions necessary to enable Anritsu to enforce such warranties directly against the third-party provider.
6. Infringement Remedy. If any Product becomes, or in Anritsu's reasonable opinion is likely to become, the subject of an infringement claim, Seller shall, at its expense and at Anritsu's option, (a) procure for Anritsu the right to continue using the Product, (b) replace or modify the Product with a non-infringing equivalent of equal or better form, fit, and function, or (c) refund the amounts paid for the affected Product. This remedy is in addition to Seller's indemnification obligations under these Terms.
7. Reliability

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7.1. In the event of a Product failure, Seller shall perform a detailed failure analysis upon request by Anritsu, to the depth required to determine the root cause of the failure and to develop corrective actions to prevent recurrence. Corrective actions may include changes to manufacturing processes, parts, materials, vendors, or hardware/software design. Seller shall provide preliminary findings to Anritsu within ten (10) business days of Anritsu's request and a corrective action plan within thirty (30) calendar days. Seller shall maintain records of the failure, failure analysis, and make this information available to Anritsu.

8. Epidemic Defect. If Products from the same lot, batch, or production run exhibit the same or a related defect at a rate exceeding two percent (2%) within the warranty period, such condition shall constitute an epidemic defect. Upon an epidemic defect, Seller shall, at its expense, conduct root-cause analysis, implement corrective action, and repair or replace all affected Products, including unsold inventory and, at Anritsu's request, Products already in the field, and shall reimburse Anritsu's reasonable costs associated therewith. This remedy is in addition to all other remedies available under these Terms.
9. Quality and Supply Chain
   9.1. Product Change Notification. Seller agrees that no modification or change to Product design, manufacturing process, production site, sub-tier sourcing, or specifications will occur without prior written notice to Anritsu. Seller shall provide such notice not less than ninety (90) days prior to any proposed change and shall not implement any change without Anritsu’s prior written approval. Anritsu reserves the right to reject any change and to require continued supply of Products in accordance with unchanged Product design, process, and specifications. Product change notifications shall be sent to a designated Anritsu contact identified on the face of this PO or as otherwise directed by Anritsu in writing.
   9.2. Quality Management System. Seller shall establish and maintain a quality management system that, at a minimum, substantially conforms to the requirements of ISO 9001 (or equivalent standard such as AS9100 or IATF 16949, as applicable to Seller's industry). Seller shall, upon Anritsu's request, provide evidence of current certification or, if not certified, a detailed description of its quality management system. Seller shall use statistically valid inspection and testing methods and shall maintain quality records sufficient to demonstrate conformance of Products to the requirements of this PO. Anritsu reserves the right to conduct source inspections at Seller's facility prior to shipment upon reasonable notice.
   9.3. Supply Chain Security. Seller shall comply with Customs-Trade Partnership Against Terrorism (C-TPAT) or equivalent supply chain security measures. Upon Anritsu's request, Seller shall provide certification of its C-TPAT membership or demonstrate equivalent security procedures covering personnel, physical access, procedural security, conveyance integrity, and information technology.
   9.4. Discontinuation and Last-Time-Buy Notice. Seller shall provide Anritsu with not less than twelve (12) months' prior written notice of any planned discontinuation or end-of-life of any Product or component supplied under this PO. Upon receipt of such notice, Anritsu shall have the right to place a final purchase order for a reasonable quantity of such Products or components at the then-current pricing, and Seller shall accept and fulfill such order.

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Seller shall also use commercially reasonable efforts to identify and qualify alternative sources or substitute components for Anritsu.

10. Remedies
    10.1. If any Products are defective in material or workmanship, or otherwise not in conformity with the requirements of this PO, Anritsu shall have the right, at its discretion, to:
        10.1.1. Reject Products without obligation or liability and return such Products at Seller's expense;
        10.1.2. Return Products for repair at Seller's risk and expense, including round-trip transportation charges;
        10.1.3. Upon notification to Seller, repair Products and recover Anritsu's reasonable expense related to such repair;
        10.1.4. Terminate this PO or any part hereof in the event of any default by Seller or if Seller fails to comply with any of the Terms.
        10.1.5. Purchase substitute Products from an alternative source and charge Seller for any excess costs incurred by Anritsu, including the difference in price and any incidental or consequential damages.
    10.2. All claims for moneys due or to become due from Anritsu shall be subject to deduction by Anritsu for any setoff or counterclaim arising out of this or any other of Anritsu's transactions with Seller.
    10.3. The rights and remedies provided herein are cumulative and in addition to any other rights and remedies provided by law or equity.
    10.4. Anritsu may terminate this PO in whole or in part for convenience at any time by written notice to Seller. Upon receipt of such notice, Seller shall immediately stop all work and shipments under this PO to the extent specified. Anritsu's sole liability upon such termination shall be limited to payment for conforming Products delivered and accepted prior to termination, plus Seller's actual, documented, and reasonable costs for work-in-progress and raw materials procured specifically for this PO that cannot reasonably be used or resold by Seller. Seller shall use commercially reasonable efforts to mitigate such costs. In no event shall Anritsu be liable for lost profits, anticipated revenues, or unabsorbed overhead.
11. Termination for Insolvency. Anritsu may terminate this PO immediately upon written notice, without liability, if Seller becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to any bankruptcy, receivership, or similar proceeding not dismissed within sixty (60) days. Anritsu may also demand adequate assurance of performance, and Seller's failure to provide it within ten (10) days shall constitute a default.
12. Compliance with Laws
    12.1. General. Seller shall comply with all applicable federal, state, local, and foreign laws, regulations, and orders in the performance of this PO.
    12.2. Anti-Corruption. Seller represents and warrants that neither it nor any of its officers, directors, employees, or agents has made, offered, or authorized, and shall not make, offer, or authorize, any payment, gift, or transfer of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of

influencing any act or decision in connection with this PO. Seller shall comply with the U.S. Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1 et seq.) and all applicable anti-bribery and anti-corruption laws. No gratuities or kickbacks shall be offered or given by Seller to any employee of Anritsu for the purpose of obtaining or rewarding favorable treatment as a supplier.

12.3. Trade Compliance. Seller shall comply with all applicable export control laws and regulations, including the Export Administration Regulations (15 C.F.R. Parts 730-774) and, to the extent applicable, the International Traffic in Arms Regulations (22 C.F.R. Parts 120-130). Seller shall not export, re-export, or transfer any goods, technology, or technical data furnished or produced under this PO in violation of such laws. Seller shall provide all export classification information reasonably requested by Anritsu, including ECCN numbers, Harmonized Tariff Schedule (HTS) classification numbers, and accurate country of origin information, along with appropriate certificates of origin documentation. If any Product or parts are EAR 600/ITAR/Munitions List-controlled or require a license to export, Seller must notify Anritsu immediately and obtain written consent before processing this PO. Seller represents that neither it nor any of its owners, directors, or officers is a person or entity identified on, or owned or controlled by a person or entity identified on, any restricted party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of Commerce Bureau of Industry and Security, or the U.S. Department of State. Seller shall not directly or indirectly supply goods or services under this PO from or through any sanctioned country, entity, or person. Seller warrants that Products supplied under this PO do not contain any items which may have been procured in violation of the Countering America's Adversaries through Sanctions Act ("CAATSA"). Seller shall promptly notify Anritsu of any changes in the country of manufacture or origin of Products supplied hereunder and shall provide all documentation necessary for Anritsu to comply with applicable customs, import, and trade preference requirements. Seller shall indemnify, defend, and hold harmless Anritsu against all losses, damages, penalties, fines, and costs arising from Seller's failure to comply with this Section.

12.4. Conflict Minerals. Seller shall support Anritsu's obligations under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (15 U.S.C. § 78m(p)) and the applicable SEC rules (17 C.F.R. § 240.13p-1). Upon Anritsu's request, Seller shall conduct reasonable country-of-origin inquiries regarding the presence of tin, tantalum, tungsten, and gold in the Products supplied under this PO and provide completed Conflict Minerals Reporting Templates (CMRTs) or equivalent documentation.

12.5. Anti-Human Trafficking. Seller shall not engage in, and shall take appropriate steps to ensure that its employees and subcontractors do not engage in, trafficking in persons, the use of forced labor, bonded labor, indentured labor, involuntary labor, or any form of human trafficking, in compliance with 22 U.S.C. § 7104 and Executive Order 13627. No Products shall be produced, manufactured, or performed, in whole or in part, in conditions that violate health and safety laws or create an unreasonable health or safety risk, or by convict labor, or by any child under the age of 14 or the minimum working age permitted by applicable laws.

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12.6. Environmental, Health, and Safety. Seller shall comply with all applicable environmental, health, and safety laws and regulations. Seller shall work towards creating and promoting an environmental management system in accordance with ISO 14001 standards. Products shall comply with the European Union Restriction of Hazardous Substances Directive (EU 2011/65/EU, as amended by EU 2015/863) ("RoHS") and the European Union Registration, Evaluation, Authorization, and Restriction of Chemicals Regulation (EC 1907/2006) ("REACH"), to the extent applicable. Seller shall provide declarations of conformity, material content disclosures, and SCIP database submissions as required by applicable law. For shipments of chemicals to Anritsu, an updated and complete Safety Data Sheet must be provided prior to or with shipment. Seller shall identify and disclose to Anritsu any component, material, or substance supplied under this PO that contains chemicals listed under California's Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code § 25249.5 et seq.) and provide sufficient information to enable Anritsu to determine applicable warning requirements, including chemical identity and concentration levels. Seller shall, upon Anritsu's request, disclose whether Products supplied under this PO contain per- and polyfluoroalkyl substances (PFAS) and provide documentation sufficient to support Anritsu's compliance with applicable federal and state PFAS reporting and restriction requirements, including TSCA Section 8(a)(7) reporting obligations. Seller shall promptly notify Anritsu of any changes to the chemical composition of Products supplied hereunder.

12.7. Counterfeit Parts Prevention. Seller shall maintain policies and procedures to minimize the risk of introducing counterfeit or suspect counterfeit parts into Products delivered under this PO. Seller shall only purchase parts from original component manufacturers, their authorized distributors, or sources approved by Anritsu. Seller certifies, to the best of its knowledge, no counterfeit or suspect counterfeit parts have been or are being furnished to Anritsu. "Suspect/counterfeit parts" are defined as parts that may be of new manufacture, but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case, as well as refurbished parts, complete with false labeling, that are represented as new parts or any parts that are designated as suspect by the U.S. Government. Seller shall immediately notify Anritsu if it becomes aware of any counterfeit or suspect counterfeit parts in Products delivered hereunder.

12.8. Product Safety and Electromagnetic Compatibility. Seller represents that all Products furnished under this PO conform to applicable product safety and electromagnetic compatibility requirements, including without limitation CE marking requirements (where destined for the European Economic Area), UKCA marking requirements (where destined for the United Kingdom), and any applicable UL, CSA, or other national safety certification requirements specified in this PO. Seller shall provide certificates of conformity, test reports, and technical documentation upon Anritsu's request.

12.9. Cybersecurity. Seller shall maintain reasonable and appropriate administrative, technical, and physical safeguards to protect Anritsu's information, systems, and data from unauthorized access, use, disclosure, or destruction. To the extent Seller accesses,

processes, stores, or transmits Controlled Unclassified Information (CUI) or other sensitive information in connection with this PO, Seller shall implement security controls consistent with NIST SP 800-171 (Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations), as applicable. Seller shall ensure that any software or firmware incorporated into Products is developed in accordance with security-by-design and security-by-default principles and is free from known vulnerabilities at the time of delivery. Seller shall promptly notify Anritsu, and in no event later than seventy-two (72) hours, of any actual or suspected cybersecurity incident affecting Anritsu's information or any CUI, or of any vulnerability discovered in Products after delivery. Seller shall cooperate with Anritsu in investigating and remediating any such incident or vulnerability, including by providing security patches or updates without additional charge for a period of five (5) years following delivery.

12.10. Data Privacy. To the extent Seller processes, accesses, or stores any personal data in connection with this PO, Seller shall comply with all applicable data protection laws, including the California Consumer Privacy Act (Cal. Civ. Code § 1798.100 et seq.), the EU General Data Protection Regulation (Regulation 2016/679), and any other applicable privacy laws. Where required, the parties shall enter into a separate data processing agreement.

12.11. Equal Opportunity. Seller warrants it has undertaken all reasonable steps required for equal opportunity and affirmative action under 41 CFR 60-1.4(a), 41 CFR 60-300.1, and 41 CFR 60-741.1. All references in such clauses to "the contractor" are deemed to be references to Seller.

13. U.S. Government Contract Requirements

13.1. Applicability. This Section applies when goods or services furnished under this PO are used in the performance of a U.S. Government prime contract or higher-tier subcontract.

13.2. FAR Flow-Down. The clauses set forth in FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services (as amended from time to time), that are applicable to subcontracts for commercial products or commercial services are incorporated herein by reference. For purposes of such clauses, "Contractor" means Seller, "Contract" means this PO, and "Contracting Officer" includes Anritsu. The full text of FAR clauses is available at www.acquisition.gov.

13.3. Additional Requirements. To the extent any U.S. Government prime contract or applicable law or regulation requires the inclusion of clauses, terms, or conditions in subcontracts beyond those listed in FAR 52.244-6, such clauses, terms, or conditions are deemed incorporated into this PO by operation of law, whether or not specifically referenced herein. Anritsu may, but is not obligated to, notify Seller of specific additional clauses applicable to a particular PO.

13.4. Cooperation. Seller shall, upon Anritsu's reasonable request, (i) provide certifications, representations, or documentation required by any applicable U.S. Government contract clause, and (ii) permit Anritsu and the U.S. Government to access Seller's relevant books, records, and facilities to the extent required by applicable flow-down clauses.

13.5. Order of Precedence. In the event of any conflict between this Section and the remaining terms of this Purchase Order, this Section shall control.

14. Indemnification. Seller agrees to indemnify, defend, and hold harmless Anritsu, its successors, assigns and/or its customers from any liability, expenses, or other losses arising from (i) any actual or alleged violation of applicable laws, (ii) injury, death or property damage resulting, in whole or in part, from any negligent act or omission on the part of Seller, (iii) a material defect in the manufacture or design of Products supplied hereunder, (iv) actual or claimed infringement of patents, trademarks, or copyrights with respect to Products furnished hereunder, or (v) any breach or alleged breach by Seller of any representation, warranty, or other provision of these Terms, including but not limited to Seller's representations and warranties and covenants set forth in Sections 9, 10, and 12. Anritsu shall notify Seller of any claim for which it seeks indemnification, provided that delayed notice relieves Seller only to the extent it is materially prejudiced. Seller shall defend the claim with counsel reasonably acceptable to Anritsu, and Anritsu may participate at its own expense and assume the defense if Seller fails to defend diligently. Seller shall not settle any claim in a manner that binds Anritsu, admits liability, or affects Anritsu's products or rights without Anritsu's prior written consent.
15. Intellectual Property Ownership. To the extent Seller designs, develops, or creates any tooling, firmware, software, drawings, works of authorship, inventions, or other intellectual property specifically for Anritsu or at Anritsu's direction under this PO ("Custom IP"), such Custom IP shall be the sole and exclusive property of Anritsu. Seller hereby assigns to Anritsu all right, title, and interest in and to such Custom IP, including all patent, copyright, trade secret, and other intellectual property rights therein. Seller shall execute all documents and take all actions reasonably requested by Anritsu to perfect Anritsu's ownership of the Custom IP. To the extent any Custom IP incorporates Seller's pre-existing intellectual property, Seller grants Anritsu a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use, modify, and distribute such pre-existing intellectual property as embodied in the Custom IP.
16. Confidentiality. All specifications, drawings, designs, technical data, business information, and other information disclosed by Anritsu to Seller in connection with this PO ("Confidential Information") shall be held in strict confidence by Seller. Seller shall not disclose Confidential Information to any third party without Anritsu's prior written consent and shall use Confidential Information solely for the purpose of performing its obligations under this PO. The foregoing obligations shall not apply to information that Seller can demonstrate: (a) is or becomes generally available to the public through no fault of Seller; (b) was already known to Seller without restriction prior to disclosure by Anritsu; (c) is independently developed by Seller without use of or reference to Anritsu's Confidential Information; (d) is lawfully obtained from a third party without restriction on disclosure; or (e) is required to be disclosed by law, regulation, or order of a court or governmental authority, provided that Seller gives Anritsu prompt written notice of such requirement and cooperates with Anritsu in seeking a protective order or other appropriate remedy. Seller shall return or destroy all Confidential Information upon Anritsu's request or upon completion or termination of this PO, whichever occurs first. This obligation of confidentiality shall survive the expiration or termination of this PO for a period of five (5) years.
17. Force Majeure. Neither party shall be liable for delays or failures in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, fire, flood,

earthquake, epidemic, war, terrorism, riot, government action, or labor disputes not involving the affected party's employees ("Force Majeure Event"). The affected party shall promptly notify the other party in writing of the Force Majeure Event and its expected duration, and shall use commercially reasonable efforts to mitigate its effects. If a Force Majeure Event delays Seller's performance for more than thirty (30) consecutive calendar days, Anritsu may cancel this PO in whole or in part without liability. Seller's economic hardship, inability to obtain raw materials or components from preferred suppliers, or changes in market conditions shall not constitute a Force Majeure Event.

18. Insurance. Seller shall maintain, at its own expense, the following minimum insurance coverages during the term of this PO and for a period of two (2) years thereafter: (a) commercial general liability insurance, including products liability and completed operations coverage, with limits of not less than $2,000,000 per occurrence and $4,000,000 in the aggregate; (b) workers' compensation insurance as required by applicable law; (c) employer's liability insurance with limits of not less than $1,000,000 per occurrence; (d) where Seller handles Anritsu's data or delivers software or firmware, cyber liability and technology errors and omissions insurance with limits of not less than $2,000,000 per claim; and (e) where Seller transports Products, commercial automobile liability insurance with limits of not less than $1,000,000 per accident. All insurance required hereunder shall be obtained from insurance companies rated at least "A-" by A.M. Best. Seller shall, upon Anritsu's request, provide certificates of insurance evidencing such coverage and naming Anritsu as an additional insured on the commercial general liability policy. Seller shall provide Anritsu with not less than thirty (30) days' advance written notice of any cancellation or material change in coverage. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Anritsu and Anritsu's insurers.
19. Audit Rights. Seller will provide proof of compliance with all representations and warranties in this PO to Anritsu on request. Seller shall maintain complete and accurate books, records, and documentation relating to its performance under this PO for a period of not less than five (5) years following final delivery of Products or completion of services, whichever is later. Anritsu reserves the right to audit and inspect Seller's facilities, records, and operations, as reasonably necessary, to ensure compliance with all laws, regulations, and standards applicable to Products and these Terms, as well as to receive additional information regarding such laws, regulations, and standards, upon request to Seller. Such audits, inspections, and inquiries, may be conducted periodically, at Anritsu's commercially reasonable discretion. Seller agrees to cooperate fully with any audit, inspection or inquiry by Anritsu and to provide access to all documentation and personnel relevant to same. This right to audit, inspect, and inquire shall survive the termination or expiration of these Terms. If an audit reveals material non-compliance by Seller, Seller shall bear all costs of the audit; otherwise, the costs shall be borne equally by Seller and Anritsu.
20. Miscellaneous
    20.1. No Assignment. Seller shall not delegate any duties, assign any rights, or subcontract any portion of the work under this PO without prior written consent of Anritsu. Any attempted delegation, assignment, or subcontracting without such consent shall be void. Anritsu may freely assign this PO or any rights or obligations hereunder without

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Seller's consent, including in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Anritsu's assets.

20.2. No Waiver. The waiver of any provision of these Terms by Anritsu shall not be construed as a waiver of any other provision, nor a waiver of any subsequent breach thereof.

20.3. Notices. All notices under this PO shall be in writing, delivered to the address on the face of this PO by personal delivery, nationally recognized overnight courier, certified mail (return receipt requested), or email with confirmation of receipt, and shall be deemed given upon receipt. Anritsu may issue PO instructions, change orders, and routine notices by email to Seller's designated contact.

20.4. Attorney's Fees. Should it be necessary for Anritsu to initiate or defend any legal proceeding arising out of or relating to this PO, Anritsu shall, in addition to all other rights at law, be entitled to recover reasonable attorney's fees and costs as the Court may determine.

20.5. Governing Law/Jurisdiction. This PO shall be interpreted and governed in all respects by the laws of the State of California, without reference to its conflict of laws provisions. The parties acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this PO. Seller hereby consents to the jurisdiction and venue of the courts within the State of California.

20.6. No Publicity. Seller shall not use Anritsu's name, logo, trademarks, or the existence of this PO in any advertising, marketing, press release, customer list, or other public communication without Anritsu's prior written consent.

20.7. Severability. If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect and the invalid, illegal, or unenforceable provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving the parties' original intent.

20.8. No Third-Party Beneficiaries. This PO is for the sole benefit of Anritsu and Seller and their permitted successors and assigns, and creates no rights in any other person, except that Anritsu's customers are intended third-party beneficiaries of Seller's warranty and indemnification obligations under these Terms.

20.9. Survival. Sections 2.6 (Tariffs and Customs Duties), 5 (Product Warranties), 6 (Infringement Remedy), 7 (Reliability), 8 (Epidemic Defect), 9 (Quality and Supply Chain), 10 (Remedies), 12 (Compliance with Laws), 13 (U.S. Government Contract Requirements), 14 (Indemnification), 15 (Intellectual Property Ownership), 16 (Confidentiality), 18 (Insurance), 19 (Audit Rights), and 20 (Miscellaneous), shall survive the expiration, completion, or termination of this PO.