



BELDEN INC. GENERAL TERMS AND CONDITIONS FOR SERVICES

1. Applicability.

(a) These terms and conditions for services (these “**Terms**”), together with the Order Confirmation (as defined below) and the terms and conditions of any service level agreement signed by an authorized representative of Belden Inc. or one of its subsidiaries or affiliates (collectively, “**Belden**”) and of the ordering entity or person (“**Customer**”) covering the subject matter hereof (“**SLA**” and collectively with the Terms and the Order Confirmation, the “**Agreement**”) are the only terms that govern the provision of services by Belden.

(b) Belden shall issue an order confirmation outlining the design, installation and/or other professional services to be provided by Belden (the “**Services**”) and the price payable by Customer related to such Services (the “**Order Confirmation**”). If Customer fails to expressly reject the Order Confirmation within five (5) days after the date of such Order Confirmation, such Order Confirmation will be deemed accepted by Customer. In the event of any conflict between these Terms and the Order Confirmation, these Terms shall govern, unless the Order Confirmation expressly states that the terms and conditions of the Order Confirmation shall control.

(c) This Agreement supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, related to the Services. This Agreement prevails over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of Services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend this Agreement.

(d) The term of this Agreement shall commence as of the date of the applicable Order Confirmation and, subject to Section 27 below, shall expire upon the completion of the Services set forth in such Order Confirmation unless earlier terminated as permitted herein.

(e) For the avoidance of doubt, the purchase of any Belden products, or products of any Belden affiliate or subsidiary, will result from a separate transaction or series of transactions and shall not be governed by this Agreement.

2. Services and Staffing.

(a) Belden shall provide the Services to Customer in accordance with this Agreement. For any Services over \$100,000, the parties shall also execute an SLA in the form attached hereto as **Exhibit A**. Each Order Confirmation and SLA, as applicable, shall specify the Services to be performed, any specific tasks to be performed by each party, the location and approximate start and end dates of the Services, and any applicable deliverables and associated due dates. The parties acknowledge and agree that any timelines and due dates are estimates only.



(b) Belden shall provide sufficient, qualified, knowledgeable personnel capable of performing Belden’s obligations as set forth in the Order Confirmation and/or SLA, as applicable. Belden shall have the right to remove or replace an assigned individual performing the Services with a similarly skilled individual in the event such removal or replacement is required by Belden. Customer may not require the replacement of any key Belden personnel assigned to perform the Services except for issues related to performance or inappropriate behavior.

3. Customer's Obligations. Customer shall fulfill the following obligations, in addition to any Customer obligations set forth in the Order Confirmation and/or SLA, as applicable (“**Customer Obligations**”):

(a) cooperate with Belden in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Belden, for the purposes of performing the Services;

(b) respond promptly to any Belden request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Belden to perform Services in accordance with the requirements of this Agreement;

(c) provide such Customer materials or information as Belden may request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and

(d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

4. Customer's Acts or Omissions. If Belden's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, including, but not limited to, any failure by Customer to perform the Customer Obligations, Belden shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Change Orders.

(a) If Belden is performing Services on an hourly basis and Customer desires to add services or extend the engagement, Customer may so request in writing to Belden. If Belden is not able to accommodate the request, it will so notify Customer.



(b) If either party wishes to change the scope or performance of the Services as to which payment is not on an hourly basis, the following process shall be followed:

- (i) Belden will prepare a change order for Customer's review documenting the change, including relevant information such as additional resources required, revised end-dates and additional fees, if applicable.
- (ii) With Belden and Customer have agreed on the contents of the change order both parties shall so indicate either by signing the change order or transmitting approval of the change order via e-mail.
- (iii) Once a change order has been agreed to in such manner by the parties, it shall constitute an amendment to, and shall be deemed part of, the terms and conditions of this Agreement.

(c) Neither party shall be bound by any change order unless mutually agreed upon in writing in accordance with subsection (b) above.

(d) Belden may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Order Confirmation.

6. Fees and Expenses; Payment Terms; Interest on Late Payments.

(a) In consideration of the provision of the Services by Belden and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Order Confirmation.

(b) Customer agrees to reimburse Belden for all reasonable travel and out-of-pocket expenses incurred by Belden in connection with the performance of the Services.

(c) Customer shall pay all invoiced amounts due to Belden within 30 days from the date of Belden's invoice. Customer shall make all payments hereunder in US dollars by ACH or any other method approved by Belden in writing, which approval may be granted or withheld in Belden's sole discretion.

(d) In the event payments are not received by Belden when due, Belden may:

- (i) charge interest on any such unpaid amounts at a rate of 1.5% per month (18% per annum) or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and
- (ii) suspend performance for all Services until payment (including interest) has been made in full.



7. Taxes. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

8. Delivery and Acceptance. Customer has the right to evaluate and test each Deliverable to reject any Deliverable that does not meet generally accepted professional standards and the requirements of this

9. Agreement. Within ten (10) days after delivery of any Deliverable provided under this Agreement, Customer shall give Belden written notice of Customer's rejection of such Deliverable. If any Deliverable is expressly rejected for failing to meet the applicable acceptance criteria, Belden shall perform such additional services as required to correct such deficiency. If Customer fails to notify Belden of its rejection of a Deliverable within such 10-day period, such Deliverable will be deemed accepted. Risk of loss with respect to such Deliverable will transfer from Belden to Customer upon acceptance of such Deliverable.

10. Intellectual Property.

(a) Customer acknowledges and agrees that Belden is the sole and exclusive owner of all rights, including but not limited to, all patent rights, copyrights, trade secrets, trademarks and other proprietary rights in the systems, programs templates, methodologies, tools, specifications, and other materials use by Belden in the course of its provision of the Services that were created prior to or independently of the performance of the Services, plus any modifications or enhancements thereto and derivative works based thereon (collectively, "**Belden IP**"). Customer acquires no rights in the Belden IP. To the extent any Belden IP is contained or reflected in the work product prepared by or on behalf of Belden in the course of performing the Services for delivery to Customer (the "**Deliverables**"), Belden hereby grants Customer a fully paid up, perpetual license to use such Belden IP only to the extent necessary for its internal use of the Deliverables. Customer shall not copy, transfer, sell, give, loan, distribute, assign, display or otherwise make Belden IP available to third parties without Belden's prior written consent.

(b) Customer recognizes that Belden's business depends substantially upon the accumulation of learning, knowledge, data, techniques, tools, processes, and generic materials that it utilizes and develops in its customer engagements. Accordingly, to the extent material that is used in, enhanced, or developed in the course of providing Services hereunder is of a general abstract character, or may be generically re-used, and does not contain Confidential Information of Customer, then Belden will own such material including, without limitation: methodologies; delivery strategies, approaches and practices; generic content, research and background materials; training materials; development tools; inventions; solutions and descriptions thereof; ideas; and know-how (collectively "**Know-How**"). To the extent such Know-How is contained or reflected in the Deliverables, Belden hereby grants Customer a fully paid up, perpetual license to use such Know-How only for its internal business. Customer will not sublicense, give, or sell Know-How to any third party.



(c) Subject to Sections 9(a) and 9(b) above, the Deliverables shall mutually belong to Belden and Customer and may be used by each party for its business purposes.

11. Confidential Information.

(a) All non-public, confidential or proprietary information of Belden, including, but not limited to, Belden IP, Know-How and information pertaining to customers, pricing, and marketing (collectively, “**Confidential Information**”), disclosed by Belden to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of Belden. Confidential Information does not include information that is:

- (i) in the public domain;
- (ii) known to Customer at the time of disclosure without any obligation to keep it confidential; or
- (iii) rightfully obtained by Customer on a non-confidential basis from a third party.

(b) Customer agrees to use the Confidential Information only to make use of the Services and Deliverables.

(c) Belden shall be entitled to injunctive relief for any violation of this Section.

12. Representation and Warranty.

(a) Belden represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(b) Belden shall not be liable for a breach of the warranty set forth in Section 11(a) unless Customer gives written notice of the defective Services, reasonably described, to Belden within ten (10) days after completion of the defective Service.

(c) Subject to Section 11(b), Customer’s sole remedy for a breach of the warranty in Section 11(a) shall one of the following, as Belden shall elect, in its sole discretion:

- (i) repair or re-performance of such defective Services; or
- (ii) credit or refund the price of such defective Services at the pro rata contract rate.

(d) **THE REMEDIES SET FORTH IN SECTION 11(c) SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND BELDEN'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(a).**



13. Disclaimer of Warranties. **EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(a) ABOVE, BELDEN DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS AND IMPLIED WARRANTIES CONCERNING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE AND WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER ARISING UNDER STATUTORY OR COMMON LAW.**

14. Limitation of Liability.

(a) **IN NO EVENT SHALL BELDEN BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST DATA, LOST PROFITS, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF A POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL BELDEN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO BELDEN PURSUANT TO THE APPLICABLE ORDER CONFIRMATION GIVING RISE TO THE CLAIM. CUSTOMER ACKNOWLEDGES THAT IT IS WAIVING ANY RIGHT TO RECOVERY UNDER ANY STATE'S UNFAIR COMPETITION/UNFAIR AND DECEPTIVE ACTS OR PRACTICES STATUTE (OR SIMILARLY NAMED STATUTES) TO THE EXTENT SUCH RECOVERY (INCLUDING ANY ATTORNEY'S FEE AWARD) EXCEEDS AMOUNTS PAID BY CUSTOMER TO BELDEN PURSUANT TO THE APPLICABLE ORDER CONFIRMATION GIVING RISE TO THE CLAIM.**

15. Termination.

(a) Unless otherwise explicitly agreed by the parties in the applicable Order Confirmation or SLA, as applicable, Customer may terminate this Agreement at any time by giving Belden thirty (30) days' prior written notice of termination; provided that: (i) all fees due under this Agreement for Services performed through the date of termination shall be paid by Customer upon the effective date of such termination; and (ii) Customer shall not be due any refund or credit. Notwithstanding, Customer may not terminate this Agreement while work is ongoing on a fixed-fee basis other due to a material breach by Belden that remains uncured for more than 30 days following written notice to Belden.



(b) In addition to any remedies that may be provided under this Agreement, Belden may terminate this Agreement with immediate effect and discontinue the performance of any Services upon written notice to Customer, if Customer (i) materially breaches this Agreement and fails to cure such breach within thirty (30) days (or ten (10) days in the event of non-payment); (ii) acts or fails to act in any

(c) way that causes Belden to violate applicable law; (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or (iv) is acquired, merged or otherwise experiences a change in the ownership of more than 50% of its equity.

(d) In the event of termination, Customer shall compensate Belden pursuant to the terms of the Agreement for all work performed through the termination date.

16. Indemnification.

(a) The parties agree that to the extent permitted by law each will indemnify, defend and hold harmless the other party and its officers, directors, employees, and contractors (each an “**Indemnified Party**”) from Losses to the extent such Losses result from any third-party claim for (i) intellectual property infringement by the infringing party; or (ii) personal injury or damage to tangible property to the extent such Losses arise from the gross negligence or intentional wrongdoing of the indemnifying Party. “**Losses**” are amounts an Indemnified Party becomes legally obligated to pay pursuant to a final judgment or agreed upon settlement agreed to in advance by the indemnifying Party.

(b) With regard to intellectual property infringement, Belden shall have no liability to indemnify for any claim based on: (a) use of the Deliverables, Belden IP or Know-How outside the scope of this Agreement; (b) the combination, operation, or use of the Deliverables, Belden IP or Know-How furnished under this Agreement with materials not furnished by Belden if such infringement would have been avoided by the use of the Deliverables, Belden IP or Know-How without such materials; (c) any modification of the Deliverables not made by or authorized in writing by Belden; and (d) any intellectual property infringement caused by Customer or anyone under Customer’s direction or control.

17. Insurance. During the term of this Agreement and for a period of two (2) years thereafter, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$2,000,000 with financially sound and reputable insurers. Upon Belden's request, Customer shall provide Belden with a certificate of insurance from Customer's insurer evidencing such coverage. The certificate of insurance shall name Belden as an additional insured. Customer shall provide Belden with prompt written notice in the event of a cancellation or material change in Customer's insurance policy, and at least forty-five (45) days of a cancellation or material change in Customer’s insurance policy initiated by Customer. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Belden's insurers and Belden.



18. Waiver. No waiver by Belden of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Belden. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

19. Force Majeure. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to Belden hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar unforeseen events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within thirty (30) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following written notice given by it under this Section 17, the other party may thereafter terminate this Agreement upon ten (10) days' written notice. Notwithstanding anything herein to the contrary, the parties acknowledge the status of the COVID-19 pandemic ("**COVID-19 Pandemic**") as of the effective date of this Agreement, and the parties do not currently believe the COVID-19 Pandemic constitutes a force majeure event at the time of signing.

20. Advertising and Publicity. Neither party has any rights in any trademark or service mark of the other party and neither shall use such marks without written consent. Belden may include Customer's name and logo on a client list. All other advertising and publicity using the other party's name or intellectual property requires mutual prior written consent.

21. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Belden. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.



23. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

24. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

25. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware or such other jurisdiction of Belden's choosing, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

26. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Order Confirmation or to such other address that may be designated by the receiving party in writing. In the event of Notice to Belden, Customer shall also send a copy, which shall not constitute notice, to:

Belden Inc.
Legal Department
1 N. Brentwood Blvd., 15th Floor
St. Louis, MO 63105
belden.legal@belden.com

All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or email or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

27. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidentiality, Governing Law, Insurance, Submission to Jurisdiction, and Survival.

29. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.



BELDEN



EXHIBIT A
FORM OF SERVICE LEVEL AGREEMENT

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