

ASSET PURCHASE TERMS AND CONDITIONS
APPENDIX A – to the Asset Purchase Agreement

IT IS NOW AGREED AS FOLLOWS:

1. DEFINITIONS

The following terms shall have the meanings hereby assigned to them unless the context would obviously require otherwise:

- 1.1 **"Affiliates"** means any legal entity that directly or indirectly is controlled by any of the Parties or by Agent, provided that: (i) such entity shall be considered an Affiliate only for the time during which such control exists and (ii) for purposes of this definition "control" shall mean ownership or control, either directly or indirectly, of more than fifty (50) % of the voting rights of such entity.
- 1.2 **"Agent"** means Maynards Europe GmbH, and/or such other third party that Maynards Europe GmbH informs the Purchaser have been appointed by Maynards. For clarity, Maynards Europe GmbH has currently appointed GoIndustry (UK) Limited and GES Associates, LLC to work as their project partners for the purpose of sale of Assets under this Agreement on behalf of and in the name of Seller.
- 1.3 **"Agreement"** shall mean the Asset Purchase Agreement, including this Appendix A (Asset Purchase Terms and Conditions) and any other appendices thereto.
- 1.4 **"Assets"** shall have the meaning as defined in the signed portion of this Agreement.
- 1.5 **"Buyer's Premium"** shall have the meaning defined in the signed portion of this Agreement.
- 1.6 **"Delivery Place"** shall have the meaning defined in the signed portion of this Agreement.
- 1.7 **"Force Majeure"** shall mean circumstances which prevents or delays the performance of a Party's obligations by any cause beyond the affected Party's reasonable control which, without in any way limiting the generality of the foregoing, shall include the following events: flood, hurricane, tornado, earth quake, fire, or other similar catastrophe; riots, wars, restraint of rulers or people, act of terrorism; strike, blockade or embargo or similar general labour disputes; shortage of suitable parts, or materials; embargo or requisition or similar acts of government; or epidemic or quarantine restrictions;
- 1.8 **"Last Removal Date"** shall have the meaning defined in the signed portion of this Agreement.
- 1.9 **"Payment Date"** shall have the meaning defined in the signed portion of this Agreement.
- 1.10 **"Purchaser"** shall mean the buyer of the Assets defined in the signed portion of this Agreement.
- 1.11 **"Purchase Price"** shall have the meaning defined in the signed portion of this Agreement.
- 1.12 **"Seller"** shall mean the Ericsson company defined in the signed portion of this Agreement that is the seller of the assets.

Other capitalized expressions used in this Agreement shall have the meanings respectively assigned to them elsewhere in this Agreement. Words indicating the singular only also include the plural and vice-versa, where the context so requires.

The headings of the Articles are for convenience only and shall not affect their interpretation.

2. SCOPE, SALES AND PURCHASE

- 2.1 This Agreement contains the terms and conditions under which a Purchaser may purchase and/or is purchasing certain assets from the Seller. The Seller agrees to sell and the Purchaser agrees to purchase the Assets, free from all charges, security interests, encumbrances, mortgages or third party interests and otherwise on the terms and conditions set out in this Agreement.
- 2.2 Nothing in Section 2.1 above shall be construed as constituting any form of representation, warranty, undertaking or covenant that the use by the Purchaser of the Assets does not or will not infringe the intellectual property rights of any third party.
- 2.3 By submitting an offer to purchase or by accepting an offer to sell made by Seller, the Purchaser represents, warrants and undertakes that it has the authority and capacity to make and/or to accept such an offer and to purchase the Assets and that any offer and/or acceptance that it makes constitutes an irrevocable offer to buy the Assets for the full offer amount upon these terms and conditions (and such additional terms and conditions (if any) as may be imposed by the Seller.

- 2.4 The Agent has been appointed to sell the Assets on behalf of and in the name of Seller on the terms and conditions stated in this Agreement. For avoidance of any doubt, any rights and/or obligations of Seller set out in this Agreement may be carried out by the Agent on behalf of and in the name of the Seller.
- 2.5 The Parties agree that the Agent may independently and its own name enforce and rely upon the obligations set forth in Article 3 by Purchaser under this Agreement to the same extent as if the relevant Agent was a Party hereto.

3. CONSIDERATION

- 3.1 The Purchase Price and the Buyer's Premium is based on Ex-Works INCOTERMS 2010 and is exclusive of any value added tax, stamp or transfer taxes and similar taxes, fees or charges. Any costs for such value added tax, customs duties, stamp or transfer taxes and similar taxes, fees or charges eventually payable in the country where the Assets are shipped and/or the country of destination of the Assets in connection with the sale of said Assets shall be carried and paid by Purchaser, except for taxes based upon Seller's and/or Agent's income which shall be payable by Seller and/or Agent as applicable. The cost of decommissioning, crating, packaging, loading and removal etc. of the Assets shall be carried by Purchaser and is not included in the sale price of the Assets. As a matter of example and without limiting the aforesaid; when assets are residing in Seller's manufacturing facilities Purchaser is responsible for costs related to de-facilitation or depowering, dismantling or de-installing, securing Assets internals, rigging or internal transport, and packaging or crating and loading.
- 3.2 The Purchase Price of the Assets and the Buyer's Premium shall be payable by Purchaser in USD, by wire transfer to the bank account communicated by Seller or by Agent, but on behalf of Seller, against remittance by, or on behalf of Seller, to Purchaser of the relevant invoice.
- 3.3 The payment of the Purchase Price and the Buyer's Premium shall be made before or at the Payment Date. Failure to make payment of the Purchase Price and the Buyer's Premium on or before Payment Date shall a) permit Seller to immediately resell the Assets to another buyer, and b) immediately oblige Purchaser to pay a liquidated damage of fifty percent (50%) of the full Purchase Price and the Buyer's Premium, plus a daily interest rate that equal to the maximum allowed by the applicable laws, until the liquidated damage amount is paid in full.

4. COMPLETION

- 4.1 Completion of the sale and purchase of the Assets shall take place following the Payment Date and at the Delivery Place.
- 4.2 At the latest on Payment Date the Purchaser shall pay to the Seller the Purchase Price and the Buyer's Premium in satisfaction of the invoice(s), following the payment instructions provided by or on behalf of Seller to Purchaser. In any case, the title of the Assets shall be retained until full payment of the Purchase Price and the Buyer's Premium, and delivery as described in Section 5.3. For the avoidance of doubt, until full payment has been received the Purchaser may not perform any work on or directly in association to any of the Assets.
- 4.3 On or following the Payment Date and provided the full Purchase Price and the Buyer's Premium has been duly received, the Seller shall: (A) On reasonable notice and as agreed with the Seller, make the Assets available to Purchaser, or such appointed third party that shall collect the Assets on behalf of the Purchaser at the latest on the Latest Removal Date; and (B) upon Purchaser's request deliver to the Purchaser a Bill of Sale.

5. REMOVAL OF ASSETS

- 5.1 Purchaser shall, or shall appoint a third party, to collect the Assets during normal business hours at the Delivery Place no earlier than on Payment Date and no later than at Latest Removal Date. For collection, the Purchaser shall use the relevant third party listed in Schedule 1 to the signed portion of

this Agreement. No other party shall be admitted for decommissioning or collection unless previously agreed to by Seller in writing. Carriage of the Assets shall be at Purchaser's own risk. Where so requested by the Seller, the Purchaser will provide method statements and/or risk assessments for the removal of the assets to the satisfaction of the Seller and/or its appointed representative(s).

- 5.2 If, in Seller's opinion, removal of any asset or part thereof will be likely to cause serious damage to the Seller's premises, or any other damage which the Purchaser is either unable or unwilling to rectify or is being undertaken without an approved "method statement" and/or "risk assessment", the Seller may by notice to the Purchaser rescind the sale of such Asset or permit the removal thereof from the premises to proceed subject to such conditions as it may think fit to impose. The Seller shall have no responsibility to disconnect utilities to the sold Asset, including electric, gas, waste and water lines.
- 5.3 Title to the Assets shall at all times remain with Seller until the Purchase Price has been received in full and the Purchaser has collected the Assets at the Delivery Place in accordance with Section 5.1 above. Notwithstanding the aforesaid, the Purchaser shall have all risk of loss and/or damage as from Payment Date and until the Assets are finally removed from Seller's premises.
- 5.4 Without prejudice to any claims that the Agent and/or the Seller may have against the Purchaser for breach of contract or otherwise the Purchaser will become liable from the Payment Date for all storage, security and administration expenses and the cost of and incidental to re-selling and/or otherwise disposing of un-cleared items. If the Purchaser fails to collect the Assets by the Latest Removal Date, then, except where such failure or delay is caused by a Force Majeure Event or the Seller's failure to comply with its obligations under the Agreement, the Seller may resell or otherwise dispose of part or all of the Assets, and any monies paid shall be forfeited.
- 5.5 It is expressly brought to the Purchaser's attention that, at the time of sale, any asset for sale in this sale: (A) may not necessarily comply with the UK Health and Safety at Work Etc. Act 1974, Environmental Protection Act 1990 or any other UK and/or EC Acts, Regulations, Directives or their applicable laws or equivalent or similar laws in any relevant jurisdiction; and/or (B) could contain blue or white asbestos, hazardous substances, dangerous chemicals etc. which if not handled correctly during their removal from a site could be in breach of the UK Health & Safety at Work Etc. Act 1974, Control of Substances Hazardous to Health Regulations 2002 or any other current legislations covering the use of such substances in a working environment in the UK, the EC, the United States or any other relevant jurisdiction. The Seller has no duty to remove any hazardous substances that are contained in or are a part of any asset.
- 5.6 The Purchaser undertakes to: (A) remove, ship and use any purchased plant and equipment within any relevant jurisdiction in a way that does not contravene any relevant legislation and in full compliance with all applicable health and safety standards and regulations; and (B) comply with all current applicable legislations in any relevant jurisdiction and reasonable instructions by the Seller in relation to the removal/disposal of waste including hazardous waste.
- 5.7 The Purchaser agrees to comply with all applicable export control and related laws and regulation and not to violate any applicable local, state, national or international law, statute, ordinance, rule or regulation. Purchaser acknowledges that Seller is not the exporter of any purchased asset unless expressly stated. The Seller does not make any representation or warranty concerning, and has conducted no investigation to ascertain which assets, if any, constitute, for example, "Restricted Technology" for US law purposes or whose export is otherwise restricted under applicable law. The Seller reserves the right to cancel or rescind any sale at any time in the event it determines, in its absolute discretion that the sale does or may violate applicable export or import control or related laws and regulations.

6. NO WARRANTIES

- 6.1 The Assets sold under this Agreement are sold as used or surplus material and are sold "as is – where is" with all faults and without recourse. Purchaser hereby acknowledges and agrees that Seller makes no express or implied warranties or representations to Purchaser whatsoever regarding the Assets, including, but not limited to, the condition, merchantability or fitness for a particular purpose of the

Assets and or non-infringement of any third party rights caused by the Assets. The Purchaser has conducted all necessary investigations of the Assets and accepts the nature of the Assets. Based on the value of the purchase price and the provisions above, the Purchaser hereby acknowledges and accepts that Seller and the Agent, with binding effect for the Parties, shall be released from any and all liability in relation to defects or deficiencies or non-conformities in the Assets and or any infringement of third party rights caused by the Assets, irrespective of whether such defects or deficiencies or non-conformities or infringement are hidden or not, and that, any rights and remedies that the Purchaser may have, at law or otherwise (including pursuant to any applicable Sales of Goods Act or any foreign equivalent thereof) relating to such defects or deficiencies or nonconformities or infringement shall to maximum extent permitted by applicable law be disclaimed.

- 6.2 Seller is not the manufacturer of the Assets. Purchaser acknowledges that this is a sale of hardware items only and does not include or convey by implication or otherwise, a sale or license of any patent, trademark, copyright, trade secret or license to any software in any form, regardless of whether such software has been packaged with, integrated into or otherwise included in the Assets. Therefore, Purchaser agrees to be solely responsible for obtaining from third parties the licenses on their intellectual property rights which might be necessary for the use of the Assets.

7. INDEMNIFICATION

- 7.1 Purchaser accepts full and complete responsibility for the future use and operation of the material and shall indemnify and hold harmless Seller against third party claims or damage that result of any such future distribution, marketing, sale or any other use of the Assets.
- 7.2 Purchaser shall be liable for any loss or damage to Seller's property, or injury or death of Seller's personnel and/or third person caused by its employees, agents, representatives or subcontractors during the operations of disassembly, crating, packing, removing and/or shipping the Assets and shall indemnify and hold Seller harmless from any claim arising out of or connected with such damage.

8. LIMITATION OF LIABILITIES

- 8.1 IN NO EVENT SHALL SELLER OR THE AGENT BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF DATA, WORK STOPPAGE, FAILURE), WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, RELATING TO OR IN CONNECTION WITH THE ASSETS OR THIS AGREEMENT, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.2 NOTWITHSTANDING THE FOREGOING, TO THE EXTENT THAT SELLER MAY BE HELD LEGALLY LIABLE TO PURCHASER BY A COURT OF COMPETENT JURISDICTION UNDER CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, THE MAXIMUM LIABILITY OF SELLER SHALL NOT EXCEED AS AN AGGREGATE THE TOTAL PRICE ALLOCABLE TO THE ASSET(S) WHICH GAVE RISE TO THE CLAIMS.
- 8.3 NOTHING IN THIS CONTRACT SHALL EXCLUDE OR LIMIT A PARTY'S CONTRACTUAL LIABILITY FOR UNLAWFUL INTENT OR GROSS NEGLIGENCE, OR ANY OTHER LIABILITY WHICH IT IS NOT PERMITTED TO EXCLUDE OR LIMIT AS A MATTER OF LAW.

9. NO PARTNERSHIP

Nothing in this Agreement and no action taken by the Parties under this Agreement shall constitute a partnership, association or other cooperative entity between the Parties in connection with the subject matter of the Agreement.

10. INVALIDITY

- 10.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that shall not affect or impair: (A) the legality, validity or

enforceability in that jurisdiction of any other provision of this Agreement; or (B) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.2 The Parties shall negotiate in good faith a substitute, valid, enforceable provision, which most nearly effects the Parties intent in entering into this Agreement.

11. ENTIRE AGREEMENT

11.1 No terms or conditions contained in any purchase order or other form originated by Purchaser shall apply and Seller expressly rejects any such terms.

11.2 This Agreement sets out the entire agreement and understanding between the Parties in connection with the sale and purchase of the Assets and may only be varied in writing duly signed by each of the Parties.

12. ASSIGNMENT

The rights or benefits of or under this Agreement may not be assigned by the Purchaser or the Seller without the prior written consent of the other Party.

13. CHOICE OF GOVERNING LAW AND ARBITRATION

13.1 This Agreement is to be governed by and construed in accordance with Swedish law, without regard to its conflict of law rules. The Parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) will not apply to this Agreement.

13.2 Any and all disputes, differences or questions arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) or three (3) arbitrators appointed in accordance with the said rules. The arbitral proceedings shall be conducted in the English language and shall take place in Stockholm, Sweden. All awards are binding upon the Parties and may if necessary be enforced by any court having jurisdiction in the same manner as a judgment in such court. The Parties undertake and agree that all arbitral proceedings conducted hereunder shall be kept strictly confidential, and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.

13.3 Nothing in this Agreement shall be construed or interpreted as a limitation on either Party's right for seeking any interim or final injunctive or other equitable relief by a court of competent jurisdiction.

13.4 The Parties undertake and agree that all arbitral proceedings conducted under this Agreement shall be kept strictly confidential, and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.

14. GENERAL

14.1 This Agreement shall remain in full force and effect as to any stipulations, obligations and conditions which shall not have been performed and which remain to be performed notwithstanding Payment Date.

14.2 Waiver: A waiver of a breach or default under this Agreement shall not be a waiver of any subsequent default. Failure of Seller to enforce compliance with any term or condition hereof shall not constitute a waiver of such term or condition.

14.3 No licenses: No license under any intellectual property right of Seller is granted herein.