

## GENERAL TERMS AND CONDITIONS (hereafter referred to as "GTC")

### 1. Scope and Validity

- 1.1. These GTC govern the delivery of hardware and software ("Products") and the provision of customer care/professional services ("Services") as well as Software (as defined in 5.1) by Ascom to its distributors/resellers or end customers (each a "Customer", together with Ascom the "Parties").
- 1.2. These GTC form an integral part of each offer, order or agreement between Ascom and the Customer. Conditions not included here but requested by Customer are valid only if expressly approved in writing by Ascom.

### 2. Individual Agreement and Scope of Performance

- 2.1. Except as otherwise explicitly stated, all offers by Ascom are non-binding. An individual agreement between Ascom and Customer ("Individual Agreement", together with the GTC "Agreement") is deemed to be concluded once Ascom has confirmed Customer's order in writing ("Confirmed Order").
- 2.2. Orders from Customer that deviate from the specifications in the Ascom offer will only be effective if they have been expressly approved by Ascom in the Confirmed Order.
- 2.3. The specific scope of performance regarding Products, Services and Software is defined in detail in the Agreement.

### 3. Delivery and Acceptance

- 3.1. Ascom shall use reasonable efforts to meet the timelines defined in the Agreement, provided that Customer fulfills its contractual obligations. Customer shall in particular comply with the terms of payment and all other preliminary obligations (e.g. cooperate with Ascom, promptly respond to any request of Ascom necessary for its performance, obtain and maintain all necessary permits and licenses etc.).
- 3.2. Ascom will package and ship hardware Ex Works (Incoterms 2020). Title to the hardware delivered and risk of loss or deterioration shall pass to Customer upon delivery of the hardware to a carrier. In the absence of specific instructions, Ascom reserves the right to select the carrier and method of shipment.
- 3.3. Ascom software is deemed to be delivered when Ascom transmits the respective license key to the Customer. Ascom will not accept the return of a license key, unless there is a malfunction in the license key.
- 3.4. Ascom may provide partial deliveries if it is not unreasonable for the Customer.
- 3.5. The Customer shall inspect Products without undue delay following receipt or installation. Defects can be stated in writing within 20 business days after receipt or installation of the Products, otherwise the Products are approved. Latent defects shall be notified without undue delay following detection thereof.
- 3.6. If a formal acceptance is agreed upon in an Individual Agreement, joint testing is carried out prior to acceptance. Ascom will invite Customer to take part in good time. A record of the testing and its results is kept and signed by all relevant parties. If Customer refuses, for reasons not attributable to Ascom, or fails to cooperate in conducting the acceptance, Ascom can allow a grace period of 10 business days. If acceptance does not take place within this period, the acceptance shall be deemed granted.

### 4. Prices, Payment Terms and Risk

- 4.1. Unless otherwise agreed upon, all prices are quoted strictly net in the local currency and excluding value added tax, packaging and shipping.
- 4.2. Ascom is entitled to price adjustments to cover additional Products and Services in the event of failure of Customer or third party to provide necessary, correct and timely information or Customer's usage volume or frequency is significantly exceeding agreed levels.
- 4.3. Ascom's invoices shall be paid according to the agreed payment plan. If no payment plan is agreed, invoices shall be paid within 30 days after the date of invoice. Late payments shall bear interest at an annual percentage rate of five percent (5%) or the highest rate allowed by law, whichever is lower.
- 4.4. Ascom retains ownership of the Products delivered until the Customer has paid the full purchase price.
- 4.5. The risk of accidental loss or deterioration shall pass to the Customer upon shipping. If Ascom holds or stores Products for the Customer, it shall do so at Customer's sole risk and expense.

### 5. Software and Intellectual Property Rights

- 5.1. "Software" shall mean (i) software, third party software, any kind of interfaces or modifications (upgrade, update, patch etc.) of the aforementioned ("Software") and (ii) all documentation, materials or other media associated with such software ("Documentation", together with Software "Ascom Software"), distributed by or on behalf of Ascom to Customer.
- 5.2. License and Rights Reserved
- 5.2.1. Subject to Customer fulfilling his contractual obligations and payments being made, Customer is granted a non-exclusive, temporary, royalty-bearing and revocable license to install, display, use and run the Software (in object code only), solely for its own business purposes and on as many devices and/or in such configuration as expressly permitted by Ascom (e.g. as set forth in the Agreement, sales quote or invoice).
- 5.2.2. Except as expressly granted in these GTC, Ascom, on its behalf and on behalf of its licensors and suppliers, retains all right, interest and title in and to the Software and all related and applicable rights in patents, copyrights, trade secrets, trademarks, derivative work, and any other intellectual property and other proprietary rights.
- 5.2.3. Customer is responsible to impose obligations set out in this section 6 to any of its end users, such as Customer's personnel, contractors or other persons using the Software.
- 5.3. Use and Limitations
- 5.3.1. Customer must use the Software only in accordance with the intended use and instructions provided in the Documentation, and solely in conjunction with Ascom authorized third-party hardware and/or software.
- 5.3.2. Customer may not sell, lease, assign, sublicense, distribute or otherwise encumber by any means the Ascom Software, except Ascom granted Customer such rights (e.g. if Customer is an authorized distributor).
- 5.3.3. Customer may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Ascom Software or any services provided by the Ascom Software or any part thereof.
- 5.3.4. In order to verify whether Customer is complying with the restrictions contained herein, Customer agrees to submit, upon reasonable request by Ascom, license usage data, without any personal data, using tools provided by Ascom.
- 5.4. Third Party Technology and Third Party Material
- 5.4.1. Portions of the Ascom Software may utilize or include third party software, including open source software ("Third Party Technology").
- 5.4.2. Third Party Technology is licensed to Customer under separate license terms identified in the Documentation or other locations as specified by Ascom ("Third Party License"). Customer's right to use Third Party Technology are not restricted by these GTC and to the extent that a term of these GTC conflicts with any applicable mandatory right granted by a Third Party License, it shall not apply. If any Third Party License requires Ascom to furnish source code contained in the Third Party Technology, Ascom shall provide it upon written request and if applicable against payment of reasonable handling charges.
- 5.4.3. To the extent that Ascom Software contains or provides access to any Third Party Technology, Ascom has no express or implied obligation to provide any updates, upgrades or alike and/or any technical or other support for such Third Party Technology. In such a case, the customer has to contact the appropriate third party directly for technical support and customer service related to the Third Party Technology.
- 5.4.4. Portions of the Ascom Software may display services, content, data, information, applications or other third party materials and/or may provide links to certain third party web sites ("Third Party Materials"). By using Third Party Materials, Customer acknowledges and agrees that Ascom is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright, compliance, legality, decency, quality or any other aspect of such Third Party Materials.

### 6. Customer Obligations

- 6.1. Customer is responsible to (i) assess the impact of Ascom's Products on its system environment and in particular to implement and maintain adequate levels of information security, data privacy and malware/virus protection standards; (ii) ensure that its personnel completes and maintains training required by Ascom; (iii) inform Ascom of all applicable local regulations and standards governing, in particular healthcare and medical ICT, medical devices, product and personnel safety, information security, building and construction codes etc. and to comply with these; (iv) ensure that Products are only used in accordance with the intended

use for which the Product were designed and manufactured by Ascom as well as with product labeling and instructions for use issued by Ascom and (vi) to ensure that the necessary compensation measures are taken in order to guarantee its operations, access to information and alarm management processes if Services performed by Ascom require a shut down of Customer's system.

- 6.2. Unless the Customer subscribes to the Ascom Solution Life Cycle Plan, Customer is responsible for the handling of changes to Ascom Products, including customer-specific configuration and customization that go beyond Ascom's standard default programming, and the handling of changes to 3rd party software, products and systems which interface the Ascom Products or which the Products depend on. Customer is obliged to promptly notify Ascom of any such changes and obtain Ascom's confirmation of compatibility and interoperability.
- 6.3. Customer is responsible for selecting and implementing necessary security measures in order to protect the login and authentication credentials as well as the confidentiality, integrity and availability of customer's networks, systems and data (also if the network is outsourced to a third party). Customer is responsible for the prevention of security breaches (malware, spyware, trojans, viruses etc.).
- 6.4. Customer shall ensure that the Ascom Software is operated, used and maintained in accordance with the Documentation and in particular with the intended use authorized by Ascom. Customer shall ensure that all users authorized by Customer to use the Ascom Software have completed requisite training to safely install, operate and/or use the Ascom Software.
- 6.5. If and when Customer installs the Ascom Software, Customer's personnel must follow all installation instructions provided in the Documentation and verify that the Ascom Software is configured and operates as intended. Customer is always responsible for final validation and acceptance of the Ascom Software for operational use.
- 6.6. Customer shall ensure the traceability of installed Ascom Software including the software versions, physical locations, data centres, hardware and authorized users, such that Customer can reliably identify affected installations and users for upgrades, updates or other corrective actions prescribed by Ascom.

## 7. Warranty

### 7.1. Products and Services

- 7.1.1. Ascom warrants that at the time of delivery/installation the Products are free from defects in material and workmanship and meet the currently valid published product specifications and that the Services are performed in a workmanlike manner consistent with industry standards (all "Warranties"). The Warranties do not apply to software provided by Ascom. The sole and exclusive Software Warranties for software provided by Ascom are set forth in section 7.2.
- 7.1.2. If not otherwise agreed, Customer must notify Ascom in writing for breach of Warranties within 12 months from Products' acceptance or after completion of the Services.
- 7.1.3. Customer's only remedy for breach of Warranties shall be, at Ascom's option, (i) for Products refund the purchase price, correct the defect or provide replacement within a reasonable time period, and (ii) for Services re-perform the Services or return the portion of the fee paid in relation to such non-conforming Services. Warranties on repaired or replaced parts is limited to the remainder of the original warranty period.
- 7.1.4. The Warranties are excluded: (i) if the damages or faults are caused by improper or unauthorized use, intervention or treatment, natural wear and tear, defective maintenance or by other reasons for which Ascom is not responsible; (ii) if the Products are used outside of the intended use or in violation of instructions provided by Ascom (e.g. without proper training of employees); (iii) if mandatory field corrective action furnished by Ascom are not applied; (iv) if modifications or repairs are done without the written consent of Ascom or appropriate and immediate measures are not taken to minimize the damage or fault and (v) on operating materials and consumables, such as batteries and accumulators. Ascom makes no other express or implied warranties and all other warranties are specifically excluded, including any warranty as to merchantability or fitness for particular or special purposes.
- 7.1.5. Except as explicitly agreed otherwise in writing, all third-party materials are provided "as is" and any warranty of or concerning any third-party materials is strictly between Customer and the third-party or distributor of the third-party materials.

### 7.2. Software

- 7.2.1. Ascom warrants for a period of 90 days from the delivery date of the Ascom Software ("Software Warranty Period") that the Ascom Software operates substantially in accordance with the specifications contained in the Documentation ("Software Warranty").
- 7.2.1.1. Ascom does not warrant that the Ascom Software or any portion thereof operates without interruption or error-free nor that software maintenance

provided by Ascom will result in error-free software. In particular, Ascom does not warrant that the Ascom Software operates in all combinations desired by Customer with any data, computer systems and software.

- 7.2.2. If during the Software Warranty Period, Customer detects and informs Ascom by registered mail a breach of Software Warranty, Ascom shall use commercially reasonable efforts to correct such breach within due time (of at least 30 days). Correction shall, in Ascom's sole discretion, consist of debugging, instructions on how to avoid the programming error, provision of new software or refunding the license fees received for the specific Ascom Software.
- 7.2.3. The Software Warranty does not cover program errors, which are attributable to circumstances for which Ascom is not responsible (e.g. manipulation of the Ascom Software by Customer or a third party, influences of a third-party component or of systems and programs not supplied by Ascom, operating errors by Customer or a third party).
- 7.2.4. Ascom makes no other express or implied warranties and all other warranties are specifically excluded, including any warranty as to merchantability or fitness for particular or special purposes.
- 7.2.5. To the extent permissible by law, Third Party Technology/Materials is provided by Ascom "as is", without any warranty, expressed, implied or otherwise.
- 7.3. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR ELSEWHERE, ASCOM MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, SERVICES OR SOFTWARE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASCOM HEREBY DISCLAIMS THE FOLLOWING WARRANTIES: (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; AND (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASCOM MAKES NO WARRANTY OF ANY KIND THAT THE PRODUCTS, SERVICES OR SOFTWARE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL OPEN SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN SOURCE COMPONENTS AND THIRD-PARTY MATERIALS. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY ASCOM, OR ANY OTHER PERSON ON ASCOM'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 7.

## 8. Liability and Insurance

- 8.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR ELSEWHERE, THE AGGREGATE LIABILITY OF ASCOM AND ITS AFFILIATES WITH RESPECT TO ANY PRODUCTS, SOFTWARE OR SERVICES SOLD, LICENSED, PERFORMED OR PROVIDED BY ASCOM OR ANY OF ITS AFFILIATES SHALL IN NO EVENT EXCEED THE AMOUNTS PAID TO ASCOM BY CUSTOMER FOR THE SPECIFIC PRODUCTS, SOFTWARE OR SERVICES TO WHICH THE APPLICABLE CLAIM RELATES. THE LIMITS SET FORTH IN THIS SECTION 8.1 SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 8.2. NEITHER ASCOM OR ANY OF ITS AFFILIATES OR REPRESENTATIVES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, LIQUIDATED, COLLATERAL, OR ENHANCED DAMAGES, COST OF COVER, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THE AGREEMENT OR ANY PRODUCTS, SOFTWARE OR SERVICES SOLD, LICENSED, PERFORMED OR PROVIDED BY ASCOM OR ANY OF ITS AFFILIATES, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- 8.3. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY PRODUCTS, SOFTWARE OR SERVICES SOLD, LICENSED, PERFORMED OR PROVIDED BY ASCOM OR ANY OF ITS AFFILIATES IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY ASCOM OR ANY OF ITS AFFILIATES, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE PRODUCTS, SOFTWARE OR SERVICES.
- 8.4. Ascom carefully insures its business. If Customer requests, Ascom can provide a certificate of insurance showing what coverage Ascom has. Ascom does not provide third parties direct access to Ascom's insurance or give additional rights to Ascom's insurance, such as naming them as additional insured parties.

## 9. Confidentiality, Data Protection and Compliance

- 9.1. Except as otherwise permitted in writing, neither Party may disclose to third parties the contents of the Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential information. Notwithstanding the foregoing, this shall not include any information, which (a) was in recipient's lawful possession prior to the disclosure of the disclosing party, (b) is or becomes publicly available through no fault of the recipient, (c) is rightfully obtained by the recipient from a third party, who has the right to disclose it on a non-confidential basis, or (d) is independently developed by the recipient without any reference to confidential information of the disclosing party, as evidenced by the recipient. Parties may disclose confidential information as mandatory required by applicable law.
- 9.2. With respect to the exchange of personal data, the Parties shall (a) only use such data in strict accordance with applicable data protection regulations and for the purposes of the Agreement, (b) apply all necessary state-of-the-art security measures and (c) enter into a separate data processing agreement (if needed).
- 9.3. Customer agrees (i) that Products will not at any time directly or indirectly be exported, imported, sold, transferred or otherwise used in a way which might result in non-compliance with any export/import rules and regulations and (ii) to obtain all necessary authorizations, licenses or permits in accordance with such laws and regulations.
- 9.4. In relation to Regulation (EU) 2023/2854 ("Data Act"), the following terms apply:
- 9.4.1. The Customer may access product data generated through the use of the Products and/or Services ("Product Data") solely to the extent required by law. Any broader use of Product Data is subject to Ascom's prior written consent and might be subject to additional charges.
- 9.4.2. Product Data will be made available in a reasonable timeframe, in a structured, commonly used and machine-readable format, and in real time where technically feasible. Ascom is entitled to determine the technical means, standards, and processes for data provision.
- 9.4.3. Ascom shall have the right to use non-personal data received or generated in the course of the fulfillment of the Agreement for quality / product improvement / analytics purposes.
- 9.4.4. Where the Customer requests transfer of Product Data to a third party, Ascom shall not be responsible for the third party's use, processing or security of such data. The Customer shall fully indemnify and hold Ascom harmless against any claims, damages or costs arising from or in connection with such third-party use.
- 9.4.5. Where Services include cloud or other data processing, Ascom will support Customer migration in accordance with the Data Act. Ascom is not liable for delays, losses, incompatibilities or additional costs incurred during or after migration to another provider, except in cases of willful misconduct or gross negligence.
- 9.4.6. If a competent public authority lawfully requires access to Product Data, Ascom shall provide such access in compliance with the Data Act. To the extent legally permissible, Ascom will notify the Customer in advance. Ascom shall not be liable for any disclosure made under such legal obligation.
- 9.4.7. Ascom's obligations under the Data Act are provided on a best-efforts basis, subject to technical feasibility and legal requirements. Except in cases of willful misconduct or gross negligence, Ascom shall not be liable for: (a) indirect, incidental or consequential damages, including loss of profit, business, contracts or goodwill; (b) claims or damages arising from the Customer's or any third party's use, disclosure or processing of Product Data; or (c) incompatibilities, errors, omissions or delays in connection with the transfer, migration or portability of Product Data. Ascom's aggregate liability for any claims relating to the Data Act shall be limited to the total fees paid by the Customer under the

Agreement in the twelve (12) months preceding the event giving rise to the claim.

## 10. Special Terms and Conditions for Medical Device Products

- 10.1. Ascom will identify in good faith and according to local regulations those Products which are deemed to be medical device products ("MDP").
- 10.2. The Customer is responsible for monitoring that all Products are correctly used, transported and stored in conformity with local laws and regulations, before starting use or resale of such Products.
- 10.3. Whenever Customer becomes aware of quality problems or information that reasonably suggests that Products are not compliant with the applicable regulations or have been or might be involved in an incident involving death or serious deterioration of health, Customer shall forward such information to Ascom immediately and in no event later than 24 hours after receipt of such information. Customer shall provide Ascom with any information and access to the device concerned needed for the purpose of determining the problem and will place the MDPs concerned under hold until Ascom grants clearance.
- 10.4. If Ascom notifies Customer that a field safety corrective action or Product recall is required, Customer shall expediently confirm receipt of and cooperate with Ascom at its own costs to implement the corrective actions. Under no circumstance shall Customer implement any corrective action, recall or withdrawal without prior informed consent of Ascom.
- 10.5. If Customer has reason to believe that any device may presents a serious risk or may be falsified, it shall not inform any competent authority before having informed Ascom and having agreed with Ascom on the specifics of information to be communicated to the competent authority.
- 10.6. The Customer undertakes to notify Ascom of and assist Ascom with any government or third party action regarding MDPs as soon as the Customer becomes aware of such action.
- 10.7. If Customer resells MDPs, Customer shall (i) verify if the MDPs are CE marked and accompanied by a EU declaration of conformity, the Ascom instructions for use and an UDI, (ii) maintain any required local registrations required in connection with the MDPs, (iii) co-operate with Ascom to achieve traceability of all MDP (i.e. identifying any economic operators from whom they have received MDP and any economic operators or any health institution that was supplied with a MDP), (iv) store the UDI data of MDP and (v) only use the marketing materials approved by Ascom. Customer shall keep written records of verification of the items set out in this clause and shall make these available to Ascom for inspection upon request (including information about sample method, if used).
- 10.8. Customer shall establish and maintain documentation necessary to support the risk management of the medical IT-network for the interfaces between the MDPs and all network components (both software and hardware) taking into account the specifications for hardware, network characteristics and IT security measures specified in the MDPs' documentation.
- ## 11. Miscellaneous
- 11.1. If Ascom's performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including, but not limited to acts of God, natural disaster, accidents, strikes, cyber or terrorist attacks, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. Ascom's time of performance will be reasonably extended.
- 11.2. Ascom may terminate at any time if Customer materially breaches the Agreement.
- 11.3. The Agreement may not be varied, other than in writing.
- 11.4. The Agreement shall not be assigned or transferred to any third party (excluding affiliates) without the prior written consent of the other Party (not unreasonably withheld). Ascom shall be entitled to appoint subcontractors for its performance.
- 11.5. The fact that individual provisions in the Agreement are invalid does not affect the validity of the remaining provisions. The Parties undertake to replace invalid provisions by new provisions, which approximate as closely as possible the economic purpose of the contract. The Agreement is not made for the benefit of, nor shall any of its provisions be enforceable by, any person other than the Parties to the Agreement and their respective successors and permitted assignees.
- 11.6. No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

- 11.7. Any notices and other communication to be made under or in connection with the Agreement shall be in writing and be addressed to the other Party as set forth in the Agreement.
- 11.8. The Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. No terms or conditions contained in any order acknowledgment or in any other document that has been or may in the future be supplied by Customer, which are in addition to, different from, inconsistent with, or attempt to vary any of the terms or conditions of the Agreement, shall supersede, replace, modify, supplement or add to any of the terms or conditions of the Agreement, and all such terms are hereby rejected by Ascom.
- 12. Applicable Law and Jurisdiction**
- 12.1. Any suit or other proceeding arising out of or relating to the Agreement shall be brought only in the North Carolina state courts located in Wake County, North Carolina or the United States District Court for the Eastern District of North Carolina; and appellate courts having jurisdiction over the foregoing. Each party hereto irrevocably submits to the exclusive jurisdiction of each such court in any such suit or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the suit or proceeding shall be heard and determined only in any such court, and agrees not to bring any suit or proceeding arising out of or relating to the Agreement in any other court. Each party hereto agrees that the exclusive choice of forum set forth in this section does not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum.
- 12.2. The Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of North Carolina, without giving effect to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the transactions contemplated by the Agreement.
- 12.3. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY SUIT OR OTHER PROCEEDING ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES. THEREFORE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 12.4. Notwithstanding anything to the contrary herein, (i) Ascom is entitled to take legal action against Customer in any court of competent jurisdiction located in Customer's domicile country, and Ascom may bring an action before any court of appropriate jurisdiction for interim injunctive relief for protection of intellectual property rights and confidential information.