

MASTER CHANNEL PARTNER AGREEMENT

Effective Date: May 26, 2017

Party:	CALAMP	PARTNER
Name:	CalAmp Wireless Networks Corporation	Direct Communication Solutions, Inc.
Address:	15635 Alton Parkway Suite, 250, Irvine, California, U.S.A. 92618	17150 Via del Campo, Suite 200 San Diego, CA 92127
State of Incorporation or Formation:	Delaware	Florida

This Master Channel Partner Agreement (this “**Master Agreement**,” together with the Exhibits, the “**Agreement**”) is effective as of the date set forth above (“**Effective Date**”) between the person or entity designated above as the channel partner (“**Partner**”) and CalAmp Wireless Networks Corporation (“**Company**”). The parties agree as follows:

1. **Appointment.** Subject to the terms and conditions of this Agreement, Company hereby appoints the Partner, and the Partner hereby accepts such appointment, as an authorized reseller of the Products defined below, on a non-exclusive basis, only to persons and entities located and taking delivery within the Territory described in Exhibit A. Products distributed by Partner for further distribution may be distributed only through sub-partners acceptable to Company who are bound in writing for Company’s benefit to all the restrictions on the Partner contained in this Agreement (each a “**Sub-Partner**”). Nothing in this Agreement will be construed as limiting, in any manner, Company’s marketing or distribution activities or its appointment of other dealers, partners, licensees, or agents.

2. **Products.** As used in this Agreement, the term “**Products**” will include all items listed in the Company’s “**Channel Price Book**” described in Exhibit B or other products expressly authorized in writing by the Company. The Company reserves the right in its sole and absolute discretion to revise the Channel Price Book from time to time at any time to add, modify or delete of Products. Company grants to Partner a non-exclusive, revocable, non-sub-licensable (except to Sub-Partners for the purposes of this Agreement) license to use Company’s trademarks and copyrights in furtherance of Partner’s activities under this Agreement. All use by Partner will inure to the benefit of the Company and will be in accordance with Company’s brand guidelines and Partner will promptly discontinue any use upon objection by Company or termination of the Agreement. Prior to Partner’s and each Sub-Partner’s first use of any Company trademark in each case, such Partner will or provide (or in the case of a Sub-Partner, Partner will cause such Sub-Partner to provide) Company with copies of any material that includes any trademarks of the Company. The use of such material by the Partner or Sub-Partner will be subject to Company’s written approval (not to be unreasonably conditioned, delayed or withheld). The Partner agrees and acknowledges that neither this Agreement nor any practice or course of dealing between the parties will, in any manner whatsoever, give the Partner any right, title, interest, or license (other than the license expressly provided herein) in or under any of the Company’s trademarks or any of the Company’s other designations.

3. **Partner Responsibilities.** The Partner will, in furtherance of its responsibilities, without limitation:
 - (a) Use commercially reasonable efforts to actively promote the sale of the Products and to serve the interests of the Company, in accordance with this Agreement.

- (b) Use commercially reasonable efforts to maintain a sales organization adequate to perform the Partner's obligations under this Agreement, including but not limited to, providing assistance to purchasers of the Products.
 - (c) Maintain a minimum of \$500,000 annual revenue recognized by the Company to remain an authorized Partner.
 - (d) Provide tier 1 and tier 2 level technical support, including but not limited to: (i) initial onboarding and debug/issue analysis, (ii) setting integration/on-boarding policies with customers, (iii) creating, testing, changing, and reviewing configuration scripts, (iv) recommending optimal product, airtime, accessories, and debug tools, (v) testing and validating solution prior to production deployment to ensure successful rollout, (vi) providing training/understanding of product functionality and its limitations, (vii) providing documentation to customer for any service provided, (viii) providing debug issues and field assessment/duplication of problems, and (ix) assessing network connectivity and/or any carrier related issues using recommended troubleshooting techniques.
 - (e) Attend annual technical training sessions to ensure knowledge of Company products.
 - (f) Submit opportunities for Deal Registration per Company's Deal Registration Policy (Section 9). Partner to keep deal registration information current and notify Company of "Closed/Won" or "Closed/Lost."
 - (g) Submit to the Company a monthly report of Products sold that month ("**POS Report**"), End Customer Open Backlog report, and Inventory report, and grant access during ordinary business hours and upon reasonable advance notice by the Company's designated representative to the Partner's records directly pertinent to such matters for verification of such reports.
 - (h) Maintain an average of 4 weeks of inventory of Products and in quantities sufficient to meet the needs of its customers, including but not limited to quantities reflecting reasonable recommendations made from time to time by the Company as to specific Products.
 - (i) Submit to the Company a monthly report of all Products in inventory as of that day and grant access during ordinary business hours and upon reasonable advance notice by the Company's designated representative to the Partner's records directly pertinent to such matters for verification of such reports and/or to the Partner's inventory to make count thereof.
 - (j) Hold in confidence Company's Proprietary Information as set forth in Section 16 of this Agreement.
 - (k) On reasonable request, provide the Company with audited balance sheets or such other financial statements as the Company may reasonably require to verify the Partner's financial responsibility to perform its obligations under this Agreement to the satisfaction of the Company.
 - (l) Provide Company with monthly nonbinding, good-faith forecasts of its anticipated requirements and shipping dates for the 12 month period following each forecast.
 - (m) Participate in Quarterly Business Reviews ("**QBRs**") and provide updates to business status.
4. **Counterfeit Items.** The Partner will examine all Products bearing the Company's logo which are either offered for sale to Partner by any source other than the Company or returned by a customer, and will use reasonable commercial efforts to determine whether a reasonable sampling of such Products is genuine or counterfeit. The Partner will notify the Company in cases where the Partner suspects that a Product is counterfeit and will furnish the Company with all relevant details. The Company may, from time to time at its election, during ordinary business hours and upon reasonable advance notice inspect the Partner's inventory for the purpose of detecting counterfeit items.
5. **The Company's Responsibilities.** During the term of this Agreement, subject to the other terms and conditions of this Agreement, Company will use its reasonable commercial efforts to fill promptly (by full or partial shipment) Partner's written orders for Products, which are accepted by Company at its main office, insofar as practical and consistent with Company's then-current lead-time schedule, shipping schedule, access to supplies on acceptable terms and allocation of available Products and capacity among Company customers. Company's normal lead-time requirement is approximately 8 weeks. Company will use reasonable efforts to provide Partner with notice on an ongoing basis of Company's then-current average lead time.
6. **Placement and Acceptance of Orders.** This Agreement is not a purchase order. Neither party will have any obligation to sell or purchase Products unless and until the Partner issues a purchase order which is accepted by the Company, such issuance and acceptance being subject to the following:

- (a) Any such purchase order will recite the Product type (as specified in the Channel Price Book), quantities, price, and delivery schedule and any other information required under this Agreement, and will be placed with company's then ordering lead times. Order and line item minimums will conform to the requirements of the current Channel Price Book.
 - (b) Company's acceptance of each purchase order will be made by issuance of an acknowledgment, except that the Company may, at its option, refuse to accept any purchase order to the extent that:
 - i. it contains items not listed in, or designates product specifications that deviate from respective specifications for the Products set forth in the Channel Price Book; or
 - ii. it contains any terms and conditions deviating from those required by this Agreement.
 - (c) The terms and conditions of this Agreement will prevail and will not be modified in any way by any provisions contained in the purchase orders or similar documents or the Company's acknowledgment; any additional, different or inconsistent terms proposed by Partner, whether in writing or otherwise, are hereby objected to and rejected.
 - (d) Notwithstanding any provision hereof to the contrary, Company reserves the right to refuse to accept any purchase order issued by Partner, for any reason whatsoever.
 - (e) Rescheduling: Partner may reschedule any order for standard Products without penalty or obligation provided that Company receives written notice from Partner of such rescheduling at least thirty (30) days prior to the current scheduled shipment date. Each order for standard Product can be rescheduled one time only and for a maximum delay in shipment date of 90 days from the previously schedule shipment date. Company will work with Partner on a case-by-case basis to resolve issues related to market changes and potential impact on orders placed.
 - (f) Cancellation: Partner may cancel a binding order for Products without penalty or obligation provided that Company receives written notice from Partner of such cancellation at least 30 days prior to the current scheduled shipment date of Products in such order. Upon mutual agreement exceptions may be made in case such a request falls within 30 days of the scheduled shipment date of the Product.
7. **Delivery.** Orders will be scheduled for delivery at the time of acceptance of the order by the Company, but it is understood that the delivery schedule agreed to by the Company constitutes only a reasonable estimate of the availability of Products required to fill the order.
8. **Purchase Price.** The price of Products will be in accordance with the Channel Price Book in effect at the time the Partner's orders are accepted. If the Partner orders items not listed in the Channel Price Book and the Company agrees to provide such items, the Company will provide a quote for the purchase of said Product. In addition, Partner will pay all charges, including without limitation transportation charges and insurance premiums and will be responsible for all taxes, duties and other governmental assessments. This includes, without limitation, sales taxes, unless Partner provides appropriate resale certificates.
9. **Deal Registration Program.** When Partner offers Products to potential customers, a deal registration form will be submitted to Company by Partner. If the deal has not already been registered, a deal registration number will be assigned by Company. No discounts or special pricing will be approved until the deal is registered. Company will only honor one request from all parties seeking to register a deal. Once a deal opportunity is registered, other requests will not be approved unless the registering party is not successful in winning the business. Approved deal registrations are eligible for pricing discounts as per Company's Deal Registration Policy at the time of purchase order. Approved deal registration number(s) must be present on purchase order to obtain any price discounts.
10. **Terms of Payment.** Payment will be made in U.S. dollars in the United States. The Partner will make payment of the net invoiced amount within 45 days after the respective invoice date, unless Company at any time determines that Partner's credit is not satisfactory, in which case payment terms will be C.O.D. Company will date invoices with the date actually mailed or otherwise transmitted to Partner.



11. Transportation. All shipments will be made FOB the Company's shipping point. Drop or direct shipments to the Partner's customers will not be made without prior approval in each instance by the Company.

12. Price Changes.

- (a) Company will have the right, in its sole discretion, from time to time or at any time, to change the prices applicable to Products with 30 days written notice. New prices will apply to all shipments made after such notice period.
- (b) Price decreases: In the event of a price decrease, all orders in transit as of the effective date of the price decrease will be billed at the lower price and Company will credit Partner in an amount equal to the price decrease multiplied by the quantity of the effected Products in Partner's inventory at the time of the decrease. Partner will have 7 days after the effective date of the price decrease to submit its claim for price credit and to provide Company with such inventory reports for the issuance of the same. Company, within 30 days after receiving such claim, will verify its accuracy, and upon such verification, will issue an appropriate credit to the Partner's account. No such credit will be due Partner if Partner fails to furnish such inventory reports within said time.
- (c) Price increases: In the case of a price increase, Partner will have the right, in its sole discretion and without liability of any kind, to cancel any existing order for such Product with a scheduled delivery date after the effective date of the price increase. Said notice of cancellation must be made 7 days after Partner is notified of the price increase.

13. Stock Rotation.

- (a) Standard stock rotation made upon request of the Partner will be permitted once every October and April to replace static inventory with more active Products, subject to the conditions set forth herein as eligible for return. All requests for stock rotation must be in writing, will specify type and quantity of Product to be returned, cost and purchase order number, and must include an offsetting order for immediate delivery for replacement Product having dollar value equal to or greater than the value to the requested return. Products in resalable condition and accepted for return will be credited to the Partner's account at the original purchase price paid by the Partner less the aggregate amount of all credits due to price changes or ship and debits. The amount of stock rotation credit will in no event, except in the case of initial inventory, exceed 5% of the net billings (sales) by the Company to the Partner in the preceding 6-month period.
- (b) Stock rotations cannot be taken except as set forth above and cannot be accumulated. Without limiting the generality of the foregoing provisions, in no event will the Company be obligated to authorize return of and credit for Products more than 2 years old, as determined by the date the Product was shipped to Partner.

14. Returns. The Company will not accept any Products returned for credit or exchange under any provisions of this Agreement or otherwise, unless the Partner has notified the Company in advance and obtained an RMA number with respect to such return. All Products returned will be shipped FOB Company's shipping point at the address specified in the Agreement, freight and shipping charges prepaid by Partner.

15. Damaged Inventory. The Partner will promptly notify the Company of any and all loss of or damage to the Partner's inventory of Products, and of the specific event(s) which caused such damage.

16. Confidential Information and Industrial Property.

- (a) In connection with this Agreement, the Company may from time to time furnish the Partner certain non-public, proprietary, and confidential information concerning the Company's business, including, without limitation, the terms of this Agreement, the Company's intellectual property, trade secrets, pricing, suppliers, processes, or techniques ("**Company's Proprietary Information**"). The Company's Proprietary Information is furnished to the Partner for its internal use only. Accordingly, the Partner agrees to the following:
 - i. The Company's Proprietary Information will be and remain the property of the Company. The Partner will not, during the term of this Agreement, or thereafter, directly and indirectly, disclose to others or use the benefit of any person, corporation, or other entity, or itself, any of the Company's Proprietary Information, without the prior written consent of the Company.



- ii. The Partner agrees that it will keep and maintain the Company's Proprietary Information in a manner so as to prevent disclosure to any third party and to limit access to the Company's Proprietary Information to such of its employees as are absolutely required to have such access for the purposes described above and who are bound by a written confidentiality agreement. The Partner agrees to protect the confidentiality of the Company's Proprietary Information and agrees to assume responsibility for ensuring that none of the Partner's employees or agents will disclose any of the Company's Proprietary Information other than as authorized by this Agreement.
 - iii. All tangible embodiments of the Company's Proprietary Information (whether preserved in hard copy, abstract, summary, or reproduction of same made by or for the Partner or acquired by the Partner) will be delivered by the Partner to the Company whenever the Company requests and, in any event, upon the expiration or termination of this Agreement, for any reason whatsoever.
- (b) *Exceptions.* The obligations of non-disclosure set out above will not apply in respect of Company Proprietary Information that:
- i. Enters the public domain other than through a breach of this Agreement, or
 - ii. is subsequently lawfully obtained by Partner from a third party or parties without restriction on disclosure and without a breach of this Agreement, or
 - iii. was known to the Partner without restriction on disclosure prior to its initial disclosure by the Company, or
 - iv. is independently developed by the Partner without reference to the Company's Proprietary Information, and as evidenced by Partner's records, or
 - v. is required to be disclosed pursuant to an order of a court, administrative tribunal or other body having the power to compel the production of the Company Proprietary Information; provided that such disclosure will be made only to the extent so ordered and that the Partner receiving such an order promptly notifies the disclosing party so that it may intervene in response to such order, or if timely notice cannot be given, seeks to obtain a protective order from the court, tribunal or other body for such Company Proprietary Information. The party claiming the benefit of an exception will have the burden of proof.

17. Advertising and Promotion.

- (a) From time to time Company and Partner may cooperate to implement advertising or promotional programs to assist Partner. The cost of such mutually agreed programs, if any, will be borne equally by the Company and the Partner. When deemed necessary by Company, expenditures may be committed by Company against future sales of Product to Partner. Partner may commit funds to such programs Company develops.
- (b) Any advertising or promotional expenditure for which Partner seeks reimbursement will be verified by supporting detailed invoices and copies of the advertisements and/or promotional materials.
- (c) Company's potential contribution under this Section 17 will not be accumulated more than 3 months beyond the end of any fiscal year of the Company.
- (d) All advertisements and promotional materials will be subject to prior written approval of Company, which approval will not be unreasonably withheld, and, provided further, that no other right to use any name or designation is granted by this Agreement. Any goodwill arising from the use of such materials will inure solely to the benefit of Company.

18. Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this Agreement arising out of causes beyond its reasonable control, including but not limited to acts of God or public enemies, acts of other parties, acts of civil or military authority, labor disputes, fires, riots, war, embargoes, epidemics, floods, unusually severe weather, failure of companies, or shortage or absence of power, fuel, raw materials, labor, tools, dies or equipment, or technical problems or yield failure.

19. Limited Warranty.

- (a) Partner agrees that it will not make any representations or warranties on behalf of the Company. Partner will handle and be responsible for all warranty returns from its direct and indirect customers. Company represents and warrants to Partner that the Products, for a period of 15 months from activation, not to



exceed 18 months from Company shipment, will be free from defects in materials and workmanship and will operate in material conformance with the documentation provided by Company. Products obtained from Company that do not comply with the limited warranty and are returned, by Partner only, to Company during the warranty period, as shown by appropriate documentation, will be repaired or replaced at Company's option provided Partner bears the cost of freight and insurance to the point of repair or return. Company will bear the cost of freight and insurance for return of goods to Partner. If Company cannot, or determines that it is not practical to, repair or replace the returned Product, the price paid by Partner will be refunded or, at the Company's discretion, credited against other Partner obligations or toward future Product purchases. This limited warranty period begins the date the Products are shipped from the Company to the Partner. The foregoing limited warranty does not apply to any Products which have been subject to misuse, including static discharge, use outside of the recommended environment, neglect, accident, modification, have been soldered or otherwise altered during assembly, or are not capable of being tested by Company under its normal test conditions. Partner's sole remedy with respect to any warranty or defect is as stated above. Partner is fully responsible for satisfaction of its customers and will be responsible for all claims, damages, settlements, expenses and attorneys' fees incurred by Company with respect to Partner's customers or their claims beyond Company's above warranty obligation to Partner.

- (b) THE WARRANTY SET FORTH IN SECTION 19(a) OF THIS AGREEMENT IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, EACH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY COMPANY.

20. Limitation of Remedies. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, COMPANY WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR (a) AMOUNTS THAT IN THE AGGREGATE ARE IN EXCESS OF THE AMOUNTS PAID BY PARTNER TO COMPANY HEREUNDER DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE OR (b) ANY INCIDENTAL, CONSEQUENTIAL, LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF), INDIRECT, OR SPECIAL DAMAGES, OR (c) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, OR SERVICES, IN EACH CASE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON.

21. Term and Termination of Agreement. This Agreement will become effective on the Effective Date, and will continue in full force and effect thereafter until terminated as set forth below.

- (a) This Agreement may be terminated at any time by either party, with or without cause, by written notice given to the other party not less than 30 days (10 days by Company in the case of Partner's failure to pay) prior to the effective date of such termination.
- (b) This Agreement will be deemed terminated, without further act of either party, if either party files or has filed against it a petition in bankruptcy or seeking reorganization, plan of arrangement or other relief under the U.S. Bankruptcy Code or other insolvency or similar act, or will make an assignment for the benefit of creditors, in each case which is not dismissed within 30 days.
- (c) Upon termination of this Agreement, the Partner will cease to be an authorized Partner of Company, and:
- i. All amounts owed by the Partner to the Company will, notwithstanding prior terms of sale, become immediately due and payable within 30 days of the effective date of termination.
 - ii. All unshipped orders may be canceled at the election of the Company, without liability of either party to the other.
- (d) Partner will return all Products under Section 22 in the original, smallest, unopened packaging, undamaged and in merchantable condition.
- (e) Subject to the respective party's performance in full of all obligations under this Agreement incurred prior to the effective date of termination (other than obligations expressly excused hereunder by reason of such termination), neither party will be liable to the other by reason of termination of this Agreement for compensation, reimbursement, damages, or otherwise on account of loss of prospective profits or anticipated sales, or on account of expenditures, investments, leases or commitments in connection with the

business or goodwill of the Company or of the Partner, or for any other reason whatsoever arising of such termination.

- (f) If, during the term of this Agreement, the Partner uses or displays the name or logo of the Company, or uses any trade name, trademark, service mark, or listing of the Company's name or logo in any card, telephone book, directory, public record or elsewhere, then in any event, promptly upon termination of this Agreement, the Partner will take all necessary action to discontinue any and every such usage and display, and remove the Company's name and logo from any such or other listing.
- (g) Upon termination of this Agreement, the Partner will return to the Company or completely destroy and the Company will return to the Partner or completely destroy all catalogs, customer lists, data regarding the design/or methods of manufacture, and any other confidential or proprietary information of which was given for purposes of this Agreement or which was learned by either party in the course of performing this Agreement, including all copies, compilations or electronic copies of such information, except for that information contained on backup tapes, provided that such backups are secured in accordance with Section 16 above.

22. Repurchases Upon Termination.

- (a) If (i) the Company terminates this Agreement other than for cause or (ii) Partner terminates this Agreement for cause, then the Company will repurchase, at Partner's election, all unsold, unused Products in factory-shipped condition, packaged in original cartons or equivalent packaging ("**Repurchasable Products**") in Partner's inventory on the effective date of termination, along with any or all technical and promotional material related to the sale of the Products. The repurchase price for Repurchasable Products and other materials will be the actual net invoice price paid by Partner less any prior credits. All freight charges associated with such repurchase will be paid by the Company. "**Cause**" means a party's material breach of this Agreement that remains uncured 10 business days after the other party has provided the breaching party with notice of such breach (if the breach is curable).
- (b) If (i) the Partner terminates this Agreement other than for cause or (ii) the Company terminates this Agreement for cause, then the Company will repurchase, at Partner's election, any or all Repurchasable Products in Partner's inventory on the effective date of termination, along with any or all technical and promotional material related to the sale of the Products. The repurchase price for such unsold Repurchasable Products and other material will be the actual net invoice price paid by Partner less any prior credits, less a 25% restocking charge. All freight charges associated with such repurchase will be paid by the Partner.
- (c) Upon the termination of this Agreement by Company for any reason, Company will repurchase, at Partner's election, any or all Repurchasable Products in transit to Partner on the effective date of termination, along with any or all technical and promotional material related to the sale of the Products. The repurchase price for such unsold Repurchasable Products and other material will be the actual net invoice price paid by Partner less any prior credits.
- (d) Upon the termination of this Agreement for any reason, Company agrees to sell to Partner any Products which Partner is contractually obligated to furnish to a customer and which Partner does not have in its inventory, provided that Partner orders such Products within 10 days after the effective date of termination. Partner will be deemed to have elected that the Company not purchase any Repurchasable Products pursuant to Sections 22(a), 22(b), or 22(c) if, 10 days after the effective date of termination, Partner has not provided Company with affirmative written notice that it is electing for Company to repurchase Repurchasable Products.

23. Relationship of Parties. The Partner acknowledges that it is an independent contractor, and is not and has no right to represent itself to be an agent, partner, joint venture, or employee of the Company. Under no circumstance will any of the employees of one party be deemed to be the employees of the other. The Partner has no express or implied authorization to incur any obligations or in any manner make any commitments on behalf of the Company and agrees to indemnify and hold the Company harmless from all such obligations and commitments. The Partner will employ its own personnel and will be responsible for them and their acts and in no way will the Company be liable to the Partner, its employees or third parties for any losses, injuries, damages,

or other obligations of any kind, occasioned by the Partner's activities in connection with this Agreement. The Partner, at its own expense, will carry adequate Worker's Compensation, liability, and property insurance, in such amounts, as will be necessary to cover such contingencies and, if requested by the Company, will supply a satisfactory certificate from the insurer evidencing such insurance coverage. Except as expressly provided herein, the Company will have no right to exercise any control whatsoever over the activities or operations of the Partner. Partner expressly acknowledges and confirms that it has not paid and will not pay any fee to Company in connection with this Agreement and that none of the terms, conditions, or amounts provided for in this Agreement can be characterized to constitute such a fee.

24. **Notices.** All notices required or permitted by this Agreement must be in writing, and will be deemed given when deposited in the U.S. Mail, properly addressed to the other party, postage prepaid for transmittal by certified mail, return receipt requested, or when delivered in person, by courier service, or by facsimile (fax) machine.
25. **Compliance with Laws.** Each party hereby agrees to comply with all applicable laws in the performance of this Agreement. Without limiting the generality of the foregoing, in connection with its marketing, sales and distribution of Company products, Partner will fully comply with all applicable U.S. and non-U.S. laws, including export control, economic sanctions, anti-boycott and anti-bribery laws and regulations. Failure to comply with such laws, may constitute a material breach of this Agreement.
- (a) Partner will fully comply with (and will bear all expenses relating to) all applicable U.S. and non-U.S. export control laws, including but not limited to the U.S. Export Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR"), in the import, export, re-export, shipment, transfer, use, operation, maintenance, repair or disposal of Company Products and any related parts, components, accessories, know-how or technical data.
 - (b) Partner will not export, re-export, sell, or transfer any Company Products or any related parts, components, accessories or technology directly or indirectly through third parties to countries sanctioned by the United States (including Cuba, Iran, North Korea, Sudan, or Syria) without prior written approval from Company and any required authorization from the U.S. Government.
 - (c) Partner will not export, re-export, sell or transfer any Company Products or any related parts, components, accessories or technology directly or indirectly through third parties to individuals or entities on the U.S. Department of Treasury's list of Specially Designated Nationals and Blocked Persons, the U.S. Department of State's List of Debarred Parties, or on the U.S. Department of Commerce's Entity List, Denied Persons List or Unverified List (collectively, "**Restricted Parties Lists**").
 - (d) In the performance of this Agreement, Partner will adhere to and comply with all applicable U.S. and non-U.S. anti-bribery laws, including the U.S. Foreign Corrupt Practices Act ("**FCPA**") and the Organization for Economic Co-Operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the "**OECD Convention**"). Without limiting the foregoing, Partner hereby represents, warrants, and agrees as follows:
 - i. None of the principals, officers, or employees of Partner is a government official, an official of any public international organization, a political party official, a candidate for political office or an officer, director, manager or employee of a state-owned enterprise or other party that is owned or controlled by a governmental ministry, department, agency or other entity.
 - ii. Partner will not directly or indirectly give, offer, agree or promise to give, or authorize the giving, of any money or other thing of value to anyone as an inducement or reward for favorable action or forbearance from action or the exercise of influence.
 - (e) Company will cooperate with Partner in Partner's compliance with subsection 25(a) above. Such cooperation will include, but not be limited to (i) the provision by Company to Partner of correct and accurate Export Control Classification Numbers under EAR, U.S. Munitions List Category listings under ITAR and the equivalent thereof under non-U.S. export control laws for all Products, related parts, components, accessories (or technology or technical data in connection therewith) that are the subject of this Agreement, and (ii) the provision of such additional information as may be reasonably requested by Partner with respect to the Products to ensure export control compliance.

26. Waiver. No failure or delay by either party to assert any rights or remedies arising from a breach of this Agreement will be construed as a waiver or a continuing waiver of such rights or remedies, nor will failure or delay by the non-breaching party to assert a breach be deemed to waive that or any other breach.

27. Intellectual Property Indemnity.

- (a) If Partner notifies Company in writing and gives Company reasonable information and assistance, then, subject to Section 29, Company, at its expense, will defend, or may settle, any lawsuit filed against Partner and its officers, directors, employees, agents, and, to the extent applicable, its Partner Distribution Channels (as defined in the Exhibits) and End-Users (as defined in the Exhibits) (“Partner Indemnitees”) based on a claim by a third party that the Company manufactured Products or services infringe upon the intellectual property rights of such third party. In case any such Product, device, or service or any part thereof, is held to infringe such intellectual property rights of a third party, and the use of said Product, device, or service or any part thereof is enjoined, Company will, at its expense and option, (i) procure for Partner the right to continue using said Product, device, or service, or part thereof, (ii) replace the Product, device, or service with a non-infringing Product, device, or service (iii) modify the Product, device, or service so it becomes non-infringing, or (iv) remove the Product, device, or service and refund the purchase price for such Product, device, or service (less reasonable depreciation for use and any transportation costs separately paid by Partner). Company’s obligations will not apply to Partner modifications to Products, devices, or services, or modifications to Products, devices, or services made by Company at Partner’s request, or the use of any Product, device, or service furnished hereunder in conjunction with any other equipment in a combination not furnished by Company. As to any such Product, device, or service part, use, or combination, Company assumes no liability whatsoever for infringement. Company will have sole control of the defense or settlement of any such claim, provided that it prosecutes such defense diligently. Partner will be entitled to reasonably participate therein at its own cost and Company will not settle any such claim without the consent of Partner if the settlement includes any relief other than the payment of money which is fully funded by Company.
- (b) Company will have no liability to the Partner or for any infringement claim based on Partner’s continued use or transfer of the infringing Products, devices, or services after receipt of written notice from Company that Partner will cease use or transfer due to or during the pendency of such claim. Notwithstanding the provisions of Section 27(a) above, Company assumes no liability for (i) infringement claims covering any assembly, combination, method or process in which any of the Products, devices, or services may be used including the Partner Product (as defined in the Exhibits), except that Company does not disclaim liability as to infringement claims to the extent that such claims arise from, or relate to, contributory infringement solely by Products, devices, or services; (ii) infringement claims involving any marking or branding not applied by Company or involving any marking or branding applied at the request of Partner or any Partner Indemnitees; or (iii) infringement claims involving the unauthorized use or modification of the Products, devices, or services or any part thereof by Partner, Partner Distribution Channels or End-Users.
- (c) THIS SECTION 27 STATES THE ENTIRE LIABILITY OF COMPANY FOR INFRINGEMENT, AND IS SUBJECT TO THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 29 HEREOF. COMPANY WILL NOT BE RESPONSIBLE FOR ANY SETTLEMENT BY PARTNER INDEMNITEES OF AN INFRINGEMENT CLAIM IT DOES NOT APPROVE IN WRITING.

28. Indemnification by Partner.

- (a) In addition to Partner’s indemnification obligations in the Exhibits, Partner will indemnify and hold harmless Company, its parent and subsidiaries, and their respective officers, directors, employees and agents from and against any and all claims, actions, liabilities, losses and damages arising out of or in connection with (a) any breach by Partner, its employees or agents of this Agreement; (b) the breach or alleged breach of any agreement between Partner and any customers, user or other party; (c) Partner modifications to Products or Services; (d) modifications to Products or Services made by Company at Partner’s request, including but not limited to, a claim that such modified Products Services or the modifications thereto infringe upon the intellectual property rights

of any third party; (e) any allegation that Partner's product, or any materials, specifications, use or any other information provided by Partner to Company, infringes upon the intellectual property rights of any third party or (f) the negligence or misconduct of Partner. Company will notify Partner promptly of any such claim in writing. The foregoing obligation to indemnify Company will include, but not be limited to, indemnification against all expenses, including reasonable attorneys' fees, incurred by Company in investigating and/or defending against any claims, actions or liabilities for which indemnification is provided for herein. Partner agrees to defend Company against any and all claims, actions and liabilities for which indemnification is provided for herein, whether such claims or actions are rightfully or wrongfully brought or filed. In the event that a claim should be brought or an action filed with respect to a matter subject to indemnification herein, Partner agrees that Company may employ attorneys of its own selection to appear and defend the claim or action on behalf of Company, at the expense of Partner, or Company may elect to allow Partner at Partner's expense, to employ attorneys to defend Company; provided, however, Company reserves the right to approve any such attorneys, and in the event of non-approval, Company, at its option, will have the sole authority for the direction of the defense, and will be the sole judge of the acceptability of any compromise or settlement of any claims or actions against Company.

29. Limitation of Liability.

- (a) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, COMPANY WILL NOT BE LIABLE FOR (i) INDIRECT, INCIDENTAL, CONSEQUENTIAL, COLLATERAL, EXEMPLARY OR SPECIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF REVENUE OR PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF), LOSS OF THE USE OF THE PRODUCTS OR SERVICES OR ANY ASSOCIATED PRODUCTS OR SERVICES, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER DOWNTIME COSTS OR CLAIMS OF PARTNER'S CUSTOMERS FOR SUCH DAMAGES, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (ii) ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL.
- (b) COMPANY'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INTELLECTUAL PROPERTY INFRINGEMENT) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR ANY AGREEMENT RESULTING HEREFROM OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY PRODUCTS OR SERVICES OR THE FURNISHING OF ANY SERVICE, WILL NOT EXCEED THE ACTUAL AMOUNT PAID BY PARTNER TO COMPANY UNDER THIS AGREEMENT OVER THE PRIOR TWELVE (12) MONTHS. EXCEPT AS TO TITLE, ANY SUCH LIABILITY WILL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD THEREOF, AS SUCH WARRANTY PERIOD IS SET FORTH IN THE EXHIBITS.

30. Assignment. This Agreement is non-delegable and non-assignable by Partner, except that the Agreement can be assigned in connection with a merger or a sale of substantially all the assets or equity interests of a party. Company will be entitled to assign its interest hereunder without the consent of Partner provided Company's assignee is capable of performing Company's obligations under the terms of this Agreement.

31. Authority. Each party hereto represents and warrants to the other that it has all necessary power and authority to enter into and perform this Agreement in accordance with its terms.

32. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

33. Amendment and Modification. No amendment to or rescission, termination, or discharge of, this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of, this Agreement and signed by an authorized representative of each party.

- 34. Interpretation.** For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto": and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa. The parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits referred to herein are an integral part of this Agreement to the same extent as if they were set out verbatim herein.
- 35. Governing Law.** This Agreement will be construed and enforced in accordance with internal laws of the State of California applicable to contracts made and performed entirely therein, without regard to conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods. In the event of any dispute relating to the interpretation or the performance of this Agreement, the parties will use all reasonable efforts to settle the issues in good faith negotiations. If the dispute cannot be settled amicably in this manner, all actions, claims or legal proceedings in any way pertaining to this Agreement or the transactions to which it relates will be commenced and maintained in the state or federal courts in the State of California, County of Orange, and in no other court or tribunal whatsoever, and the parties hereto each agree to submit themselves to the jurisdiction of such courts.
- 36. Severability.** In the event that any provision of this Agreement will be unlawful or otherwise unenforceable, such provision will be severed, and the entire Agreement will not fail on account thereof, the balance continuing in full force and effect, and the parties will endeavor to replace the severed provision with a similar provision that is not unlawful or otherwise unenforceable.
- 37. Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement, if the party sending the facsimile, e-mail or other means of electronic transmission has received express confirmation that the recipient party received the Agreement.
- 38. Headings.** Headings to articles and sections of this Agreement are to facilitate reference only, do not form a part of this Agreement, and will not in any way affect the interpretation hereof.
- 39. Entire Agreement.** This Agreement (together with the Exhibits and other documents or specifically incorporated herein by reference, including any amendments hereto) constitutes the entire agreement between the parties regarding the subject matter of this Agreement, and supersedes all prior and contemporaneous proposals, negotiations, understandings, agreements, representations and warranties, both written and oral, regarding this subject matter.

[SIGNATURE PAGE FOLLOWS]

MASTER CHANNEL PARTNER AGREEMENT

[SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the Effective Date.

DIRECT COMMUNICATION SOLUTIONS, INC.:

COMPANY:

CalAmp Wireless Networks Corporation

By: *Chris Bursey*
Chris Bursey
Its: CEO

By: *Carl Burrow*
Carl Burrow
Its: Senior Vice President, Global Sales

EXHIBIT A

Territory

North America

EXHIBIT B

Channel Price Book

(Attach Channel Price Book)