

LAETUS GENERAL TERMS AND CONDITIONS OF SALE

Laetus refers Laetus GmbH, Sandwiesenstraße 27, 64665 Alsbach-Hähnlein, Germany

1. **Terms Acceptance.** These General Terms and Conditions of Sale ("Terms") apply to the sale, licensing, and all other provision of Products to Buyer. "Products" shall mean hardware, software and any other goods and Services provided to Buyer by Laetus pursuant to a Purchase Agreement. "Services" shall mean training, installation, repair, support and any other services provided to Buyer by Laetus. "Purchase Agreements" shall mean these Terms, all documents and agreements referenced herein or including these Terms by reference, and all other documents and agreements expressly agreed upon by both parties regarding the provision of Products by Laetus to Buyer, which may include, without limitation, Laetus final quotations, SOWs, etc. Unless otherwise expressly provided in a Purchase Agreement, no other terms and conditions apply, including any terms and conditions mentioned on or referenced in Buyer's order documents. Buyer's acceptance of delivery of Products will constitute its acceptance of these Terms. In case of any conflict between these Terms and any other Purchase Agreement, the latter will control.

2. **Delivery; Retention of Title.**

(a) Except if agreed upon differently as part of a Purchase Agreement, delivery of the Products will occur Ex Works (Incoterms 2010), Laetus' designated factory. Risk passes to Buyer upon delivery per these Incoterms.

(b) Laetus will endeavor to deliver the Products in accordance with the delivery dates provided by Laetus ("Delivery Date"). Laetus will be responsible for any expedited shipping charges necessary to meet a Delivery Date for any Laetus caused delay. If Laetus fails to meet a Delivery Date, Buyer may provide written demand for delivery by a reasonable delivery date, which shall be at least 15 business days from the date of Buyer's written demand ("Revised Delivery Date"). If for reasons solely attributable to Laetus, Laetus fails to meet the Revised Delivery Date, and unless a different remedy has been agreed upon at that point in time, Buyer may cancel the Purchase Agreement pertaining to the delayed Products against a refund of fees already paid for the delayed Products. Laetus shall be liable for damages caused by late delivery only if they arise from a grossly negligent breach of duty by Laetus or from an intentional or grossly negligent breach of duty by a legal representative of Laetus or a person used to perform an obligation of Laetus. Buyer acknowledges that on time delivery by Laetus may be dependent on Buyer meeting certain obligations as set forth in the Purchase Agreements ("Buyer Delivery Dependencies"), and Laetus shall not be responsible for late delivery, and the above shall not apply, to the extent said late delivery is caused by Buyer's failure to meet any Buyer Delivery Dependencies.

(c) Laetus retains the rights of ownership and copyright in all drawings and system concepts created in the course of its performance of the Purchase Agreement. All reproduction or transfer to third parties is prohibited.

(d) Laetus retains title in the delivered Products until full payment has been made, insofar as this is permitted by the laws of the nation in which the delivered Products are located. Should such retention of title not be permitted, Laetus is entitled to such similar rights to secure its property as the appropriate law provides. The Buyer must provide Laetus with all support so that it may take all necessary measures to secure its property or to exercise its similar rights, e. g. rights of lien. The retention of title shall persist until all claims resulting from the business relationship with the Buyer are settled. This does not apply to future claims that are not related to the delivered Products.

(e) Until full payment of the purchase price has been made, the following applies: (a) The Buyer has the right to use the Products, but not the right to permit others its use, to sell the Products or to use them as security; (b) the Buyer must, at his own expense, keep the Products free from any seizure by third parties and immediately notify in writing any threatened seizure, including any such measures in relation to the Buyer's premises; (c) a change of location of the Products requires the prior permission of Laetus, and may only be carried out by Laetus' employees or those authorized by Laetus; (d) the Buyer must keep the Products in a flawless condition; (e) the Buyer must insure the Products delivered at Buyer's own expense against damage arising from transport, installation, breakage, fire, burglary and water pipe damage, with Laetus as beneficiary. Upon demand, Buyer must provide Laetus with proof of insurance and payment of the premiums.

3. **Software.** All software Products, including without limitation software incorporated in Laetus' hardware, and updates and upgrades to software, are licensed to Buyer and subject to Laetus' End User License Agreement available at www.laetus.com ("EULA"), which is considered incorporated herein by reference.

4. **Installation; Training; Instruction Manuals.**

(a) Laetus will provide installation and training if and as provided in the Purchase Agreements.

(b) Buyer shall provide Laetus reasonably in advance with the sufficient plans and drawings demonstrating how and where the Products need to be installed and shall, as part of the installation process, provide for all required equipment, machinery, tools and utilities (e.g. water, electricity, heating, lighting), sufficient and timely access to the installation site, and any other requirements

needed to perform the installation activities ("Buyer Installation Dependencies"). Buyer acknowledges that the installation and commissioning of the Products in accordance with the timeframes agreed upon as part of the corresponding Purchase Agreements may be dependent on Buyer meeting the Buyer Installation Dependencies, and Laetus shall not be responsible for any delays in the installation or commissioning of the Products to the extent the same is caused by Buyer's failure to meet any Buyer Installation Dependencies or other reasons outside the reasonable control of Laetus.

(c) Laetus will provide instruction manuals and other Product documentation ("Documentation") as provided in a Purchase Agreement, and as necessary for Buyer's safe and proper use of the Products. Buyer will comply, and ensure all of its users comply, with all instructions and restrictions set forth in any Documentation.

5. Product Acceptance: Testing.

(a) FAT Acceptance Testing. If testing of the Products prior to shipment (FAT Acceptance Testing) is agreed upon, testing will occur in accordance with the provisions agreed upon as part of the corresponding Purchase Agreement, or in the absence thereof as follows: Laetus will make the Products available for FAT Acceptance Testing at a Laetus designated factory, during normal business hours and following advance written notice. Factory Acceptance Testing shall occur in the presence of Buyer against the specifications and other acceptance criteria agreed upon as part of the Purchase Agreement, or in the absence thereof, the standard specifications published by Laetus in relation to the corresponding Product (the "Acceptance Criteria") and will be documented in writing. In case during testing, any non-conformity versus the Acceptance Criteria arises, such non-conformity will be documented as part of the test report and shall be cured by Laetus. Successful FAT Acceptance shall occur upon the earlier of (i) the signature by both Buyer and Laetus of the test report documenting acceptance or (ii) the completion of the FAT Acceptance testing without major non-conformities versus the Acceptance Criteria documented. In case Buyer is not present during testing, the resulting FAT Acceptance Test document will be sent to the Buyer, with the FAT Acceptance Testing considered successful.

(b) SAT Acceptance Testing. Buyer shall inspect the Products upon delivery for visible defects and promptly communicate any such defects to Laetus. Unless agreed upon differently as part of a corresponding Purchase Agreement, SAT Acceptance Testing shall occur as follows: Following delivery of the corresponding Product in case Laetus is not responsible for installing or following installation in case the same is performed by Laetus, Buyer will have 20 business days (the "Acceptance Period") to confirm to Laetus that such Product conforms to the "Acceptance Criteria", and is accepted by Buyer ("Acceptance"), OR to reject such Product for not conforming to the Acceptance Criteria ("Rejection"). Acceptance occurs upon the earlier of (i) Buyer providing Laetus with a notice of Acceptance, (ii) Buyer failing to provide Laetus with a notice of Rejection within the Acceptance Period or (iii) Buyer's commercial use of the corresponding Product. Any notice of Rejection is required to be in writing, describing in reasonable detail the reasons for the Product not conforming to the Acceptance Criteria.

(c) In case of Rejection, Laetus will correct the reported non-conformity within a period agreed upon at such time, or in the absence thereof within a reasonable period from the notice of Rejection, after which the acceptance procedure set forth above shall be repeated, provided that in case, after multiple attempts, substantial deviations versus the Acceptance Criteria continue to exist, Buyer may, unless a different remedy has been agreed upon at such time, as a sole remedy, either accept the affected Product AS IS against terms and conditions agreed upon at such time, or return the affected Product to Laetus against a refund of the price paid for the affected Product. In any other cases, where after multiple attempts, deviations versus the Acceptance Criteria continue to exist, Buyer's sole remedy shall be a discount agreed upon at such time.

6. Price, invoicing and Payment.

(a) Unless agreed upon differently as part of the corresponding Purchase agreement, the purchase price is quoted on an Ex Works basis, and excludes shipping, duties and any delivery charges. Buyer is responsible for all taxes, duties and similar fees, with the exception of taxes levied on Laetus' income. Any costs for certificates of origin, legalizations, consular invoices and the like will be separately charged.

(b) Buyer will pay all invoices net 30 days from invoice date. Payments will be in the same currency as indicated in the invoice. Any taxes will be indicated on the invoice.

(c) Buyer must notify Laetus of any disputes pertaining to an invoice within 15 days of the invoice date. Payments are not subject to setoff or recoupment for any present or future claim Buyer may have.

(d) Without prejudice to any other remedy available to Laetus, if Buyer fails to timely make any payment or is in material breach of any of its obligations set forth in a Purchase Agreement, and fails to cure the same within 10 days of written demand, and/or in case Buyer becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy, has a receiver appointed for its assets, is dissolved or liquidated, or makes a sale in bulk of all or substantially all of its assets other than for the purposes of a corporate reorganization, Laetus may immediately (i) terminate the affected Purchase Agreement for cause; or (ii) suspend Laetus' obligations under the corresponding Purchase Agreement until Buyer has remedied the same. Laetus further

reserves the right to additionally charge Buyer for any waiting time, costs and expenses incurred resulting from Buyer not timely meeting Buyer Delivery Dependencies and/or Buyer Installation Dependencies.

7. Intellectual Property.

Each party retains all right, title, and interest in its respective trade secrets and Confidential Information disclosed to the other party. Laetus, on behalf of itself and its licensors, further reserves all intellectual property rights in and to any Product provided to Buyer, and nothing set forth herein shall be of nature to transfer or assign the same to Buyer. Buyer may not remove, modify, or obscure any copyright, trademark, or other proprietary notices that appear on any Products, packaging or other materials provided by Laetus.

8. **Privacy Policy.** As part of the sales process, Laetus may collect certain PII (Personally identifiable information). Laetus at all times complies with applicable legislation pertaining to the collection and processing of such PII and only collects, processes and discloses such PII in accordance with the same and in accordance with Laetus' privacy policy available at www.laetus.com, considered incorporated herein by reference.

9. **Warranty.** Laetus warrants the Products in accordance with its warranty policy available at www.laetus.com, considered incorporated herein by reference. THESE WARRANTIES ARE EXCLUSIVE OF ANY OTHER WARRANTIES AND LAETUS DISCLAIMS ANY FURTHER OR OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

10. **Liability.** LAETUS SHALL BE LIABLE IN ACCORDANCE WITH THE STATUTORY PROVISIONS FOR: (A) INJURY TO LIFE, BODY OR HEALTH DUE TO NEGLIGENT BREACH OF DUTY BY LAETUS OR INTENTIONAL OR NEGLIGENT BREACH OF DUTY BY A LEGAL REPRESENTATIVE OR A PERSON USED TO PERFORM AN OBLIGATION OF LAETUS; (B) DAMAGE ARISING FROM A GROSSLY NEGLIGENT BREACH OF DUTY BY LAETUS OR FROM AN INTENTIONAL OR GROSSLY NEGLIGENT BREACH OF DUTY BY A LEGAL REPRESENTATIVE OF LAETUS OR A PERSON USED TO PERFORM AN OBLIGATION OF LAETUS.

THE PARTIES AGREE TO LIMIT THEIR LIABILITY AS FOLLOWS: (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT DAMAGES SUCH AS BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR LOSS OF ANY ECONOMICAL ADVANTAGE, ARISING OUT OF ANY PURCHASE AGREEMENT OR ANY PRODUCTS PROVIDED THEREUNDER, WHETHER OR NOT IT HAS BEEN ADVISED OF THAT POSSIBILITY; (B) LAETUS' MAXIMUM LIABILITY FOR THE BREACH OF SUBSTANTIAL CONTRACTUAL DUTIES AS A RESULT OF ORDINARY NEGLIGENCE ON THE PART OF LAETUS, LAETUS' LEGAL REPRESENTATIVES OR VICARIOUS AGENTS SHALL IN NO EVENT EXCEED THE FORSEEABLE DAMAGE TYPICAL FOR THE TYPE OF CONTRACT AND AN AMOUNT EQUAL TO THE PURCHASE PRICE PAID TO LAETUS FOR THE PRODUCT GIVING RISE TO THE CLAIM; (C) LAETUS' LIABILITY FOR DAMAGES ARISING FROM BREACH OF ANCILLARY DUTIES OR NON-SUBSTANTIAL DUTIES IN THE CASE OF ORDINARY NEGLIGENCE ARE EXCLUDED.

11. **Confidential Information.** The parties acknowledge that each party may be exposed to certain information of the other party that is not generally known to the public and which would be considered confidential or proprietary by the other party ("Confidential Information"). Confidential Information includes, without limitation, any Purchase Agreement, Laetus' pricing, and all competitively sensitive or secret business, marketing, and technical information disclosed by one party to another. Each party agrees that, in the event a party is exposed to the other party's Confidential Information, the receiving party: (i) will protect Confidential Information from unauthorized disclosure using commercially reasonable care, (ii) will not disclose Confidential Information to any third party, except to its employees, consultants and corporate affiliates involved in the performance of the corresponding Purchase Agreement, who have a need to know the same, and (iii) will not use Confidential Information (other than as authorized by these Terms) without the prior written consent of the other party. Within five (5) business days after a request by either party, or upon termination of the Purchase, all materials or media containing any Confidential Information will be either returned to the originating party or destroyed by the receiving party. The preceding destruction provision will not apply to back-up copies of Confidential Information made by either party in the ordinary course business, provided that in relation to said copies, the obligations of confidentiality set forth herein shall remain applicable for so long as such back-up copies exist. Confidential Information does not include information which: (i) was already known to the receiving party prior to the time that it is disclosed to the receiving party, or which was independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as evidenced in writing; (ii) is or has entered the public domain through no breach of these Terms or other wrongful act of the receiving party; (iii) has been rightfully received from a third party without breach of any duty of confidentiality; (iv) has been approved for release by written authorization of the disclosing party; or (v) is required to be disclosed pursuant to the order of a court or governmental agency, provided the disclosing party has, if permitted by law, been given reasonable notice of the order and the opportunity to contest

disclosure. The above obligations apply for a period of 10 years following disclosure of the Confidential Information concerned.

12. **Miscellaneous.**

- (a) Any modifications to the Terms herein must be in writing, signed by both parties. There are no oral side agreements.
- (b) Buyer may not assign or otherwise transfer any of its rights, interests or obligations under a Purchase Agreement without Laetus' prior written consent. Any assignment contrary to this subsection will be null and void.
- (c) The failure of either party to strictly enforce any of the terms or conditions in any Purchase Agreement will not be considered a waiver of any right therein. If any term is declared invalid or unenforceable to any extent, the remainder of the terms or conditions will not be affected thereby. Buyer agrees that any Buyer claim arising out of or related to any Purchase Agreement must be brought within one (1) year after the date it first accrued.
- (d) The termination or expiration of any Purchase Agreement will not affect the survival and continuing validity of any provision which expressly or by implication is intended to continue in force after such termination or expiration.
- (e) Neither party will be responsible for, nor be in default under a Purchase Agreement due to any delays or failure of performance (except payment obligations) resulting from acts or causes beyond its reasonable control, including without limitation acts of God, acts of war, third-party labor strikes, power failures, floods, earthquakes, other natural disasters, or other similar events ("Force Majeure Event"). In the event that either party is unable to perform any of its obligations under a Purchase Agreement because of a Force Majeure Event, the party who has been so affected will promptly give notice to the other and will exercise all reasonable efforts to resume performance.
- (f) All disputes arising from or related to a Purchase Agreement will be governed exclusively by and construed in accordance with the laws of the country and state, or other applicable geographic designation, where Laetus is located, without reference to its conflicts of law principles. Each party hereby consents to the exclusive personal jurisdiction and venue of the courts where Laetus is located to hear and decide upon any dispute arising out of any Purchase Agreement, provided that Laetus may also chose to bring an action before the courts of the country where Buyer is located if the action concerns the collection of a pecuniary debt or protection or enforcement of Laetus' intellectual property rights. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods from application to any Purchase Agreement.
- (g) In case any conflict would exist between versions of these Terms provided in different languages, the English version of these Terms shall control.