

LAVERSAB, INC
TERMS AND CONDITIONS OF SALE

The terms and conditions detailed herein (“Agreement”) apply to your (“Customer”) purchase from Laversab of Laversab hardware (“Hardware”), licenses to use Laversab software (“Software”), and Non-Laversab Branded Products (collectively the “Product(s)”), as well as Laversab hardware and software services and support (“Services”). Laversab means the Laversab affiliate identified on the Quote, order acknowledgement, or invoice, or in the absence of an identified Laversab affiliate, then Laversab, Inc. THIS AGREEMENT SHALL APPLY UNLESS CUSTOMER AND LAVERSAB HAVE ENTERED INTO A SEPARATE SIGNED AGREEMENT APPLICABLE TO THE PURCHASE OF THE PRODUCTS OR SERVICES. By placing an order with Laversab, Customer agrees to be bound by the terms of this Agreement. Laversab EXPRESSLY OBJECTS TO AND REJECTS ANY TERMS AND CONDITIONS IN CUSTOMER’S PURCHASE ORDER OR OTHER SIMILAR DOCUMENT. IF YOU DO NOT AGREE WITH THESE TERMS, PROMPTLY NOTIFY LAVERSAB AND RETURN THE PRODUCT UNUSED IN ITS ORIGINAL PACKAGING TO LAVERSAB.

1. **PRICES AND ORDERS.** Prices are set forth in the quotation issued to Customer (“Quote”). All Quotes expire thirty (30) days from date of issuance, unless otherwise stated in the Quote. All orders are subject to acceptance at the sole discretion of Laversab. Orders will be considered accepted once Laversab books an order and sends Customer a sales order acknowledgement. Laversab shall not be bound by changes to an order unless agreed by Laversab in writing. Laversab reserves the right to cancel any order if any information provided by Customer to Laversab is inaccurate.

2. **PAYMENT AND INVOICING.** Payment is due at the time the order is placed. If Customer is approved for credit, payment shall be due within thirty (30) days from the date of invoice (“Invoice Date”). Payment shall be in the currency listed on the Laversab invoice. All sums not paid when due shall accrue interest daily at a monthly rate of the lesser of 2.5% or the highest rate permissible by law. If there are multiple units in an order, each unit will be invoiced when shipped.

3. **TAXES.** Prices exclude, and Customer is responsible for, any sales, use, service, value added, and like taxes (“Taxes”) arising from the purchase of the Products and Services. If Customer is exempt from any Taxes, it must provide Laversab with the appropriate tax exemption documentation at the time the order is placed.

4. **SOFTWARE.** Software is licensed pursuant to the software license agreements provided with the software at the time of purchase. All software is licensed, not sold, and title to the software remains with the applicable licensor(s).

5. **LIMITED WARRANTY.** For a period of three (3) years from the Invoice Date, Laversab warrants that its Hardware will be free of defects in materials and workmanship that cause the Hardware to fail to substantially conform to the applicable Laversab published specifications. For a period of ninety (90) days from the Invoice Date, Laversab warrants that the Software (i) will perform substantially in accordance with the applicable documentation provided with the Software and (ii) the Software media will be free from defects in materials and workmanship. Laversab warrants that the Services will be performed in a good and workmanlike manner. If Laversab receives notice of a defect or non-conformance during the applicable warranty period, Laversab will, in its discretion: (i) repair or replace the affected Hardware or Software, (ii) reperform the affected Services, or (iii) refund the fees paid for the affected Hardware, Software or Services. Repaired or replaced Hardware or Software will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer. If Laversab elects to repair or replace Hardware, Laversab may use new or refurbished parts or products that are equivalent to new in performance and reliability and are at least functionally equivalent to the original part or Hardware. Customer must obtain an RMA number from Laversab before returning any Hardware under warranty to Laversab. Customer will pay shipping expenses to send the affected Hardware to Laversab, and Laversab will pay shipping expenses to return the Hardware to the Customer. If Laversab concludes, after examining and testing returned Hardware, that it

is not covered by the Limited Warranty, Laversab will notify Customer and return the Hardware at Customer's expense. Laversab reserves the right to charge a fee for examining and testing Hardware not covered by the Limited Warranty. This Limited Warranty does not apply if the defect of the Hardware or Software resulted from improper or inadequate maintenance, installation, repair, or calibration (performed by a party other than Laversab); unauthorized modification; improper environment; use of an improper hardware or software key; improper use or operation outside of the specification for the Hardware or Software; improper voltages; accident, abuse, or neglect; or a hazard such as lightning, flood, or other act of nature. THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND THE CUSTOMER'S SOLE REMEDIES, AND SHALL APPLY EVEN IF SUCH REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

6. PROPRIETARY RIGHTS. Laversab reserves all right, title, and interest in any intellectual property rights contained or embodied in Products, or resulting from the Services, including any custom developments created or provided by Laversab under this Agreement. Nothing in this Agreement will be deemed to grant to Customer any ownership rights in such intellectual property.

7. EXPORT AND SANCTIONS LAWS AND COMPLIANCE. Products (which, for purposes of this Section, shall include the software and technology incorporated in or supplied with a Product and Service) purchased from Laversab are subject to control under the U.S. Export Administration Regulations (15 CFR Part 730 et. seq.) administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") (www.bis.doc.gov) and other applicable U.S. export control laws and sanctions regulations, including those administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (www.treas.gov/ofac). Products may not be exported or re-exported to any country where sanctions are imposed by the U.S. government (which currently includes Cuba, Iran, North Korea, Republic of Sudan and Syria but which may be modified by the U.S. government from time to time). Customer agrees it will comply with the export laws and trade sanctions of all applicable countries and will not export, re-export or transfer Products purchased from Laversab without the required license(s), including an export or reexport license issued by the U.S. authorities, or to any prohibited destination or for a prohibited end-use. Products may also require export license(s) issued by the applicable authorities before being returned to Laversab. The issuance of a Quote, a sales order acknowledgment, or an RMA by Laversab is not an export license. Customer represents and warrants it is not ineligible or otherwise restricted by U.S. or applicable law to receive Products and it will not export, reexport, or provide Products to any person or entity on OFAC's List of Specially Designated Nationals or on BIS's Denied Persons List, Entity List or Unverified List or any other applicable restricted party list. Laversab reserves the right to refuse and/or cancel any order if, at any time, Laversab believes that any export controls or trade sanctions laws may be violated.

8. GENERAL TERMS. This Agreement, and any terms incorporated herein by reference, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether written or oral, with respect to that subject matter. Customer acknowledges reading this Agreement, understands these terms, and agrees to be bound by them. This Agreement may not be altered, supplemented, or amended by the use of any other document unless otherwise agreed in writing by Laversab. No delay or failure by Laversab to exercise any right it has under this Agreement shall impair or be construed as a waiver of such right. A waiver of any provision of this Agreement must be in writing and shall not be construed as a waiver or modification of any other term hereof, or as a continuing waiver of any provision. The term 'including' as used in the Agreement should be construed as 'including without limitation'. If any part, term, or provision of this Agreement is held illegal, unenforceable, or in conflict with any applicable and enforceable law, the validity of the remaining portions or provisions of this Agreement shall not be affected. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties with respect to this Agreement.