

## Circuit Check, Inc. and Subsidiaries, collectively (“Seller”) Terms and Conditions of Sale

This agreement is effective as of the date of its dispatch to Buyer, who is identified on the face hereof. Buyer’s acceptance of this agreement shall occur, or be deemed to occur, upon the earlier of (a) expiration of 10 days from date of dispatch to Buyer, unless Buyer shall deliver written rejection hereof to Seller within such period; or (b) Buyer’s acceptance of any product or service referenced herein.

**QUOTES.** Correspondence of Buyer referring to any quote of Seller as to price or terms must bear Seller’s “number”. All quotes of price and terms are valid for 30 days unless otherwise provided in writing by Seller.

**CONDITIONS OF SALE.** If Buyer has submitted an offer in any form, containing Buyer’s own terms and conditions, then, unless Seller shall assent to the terms and conditions thereof in writing, this agreement shall constitute a rejection of Buyer’s offer. If Buyer shall treat the terms and conditions hereof as a counter-offer, Buyer may accept this counter-offer only on the terms and conditions hereof, and any terms and conditions contained in Buyer’s acceptance which are additional to, or not identical with, the terms of the counter-offer will not become part of this agreement. Failure on the part of Seller to object to provisions contained in any order or other communication from Buyer shall neither be construed as a waiver of the terms and conditions hereof, nor an acceptance of any such provisions.

**TAXES.** Sales or other taxes are not included in the price. Applicable evidence of exemption acceptable to the taxing authorities (e.g. State Resale Certificates) must be on file to support exemption from sales tax. Buyer shall pay all federal, state, county, or other local taxes, levies, duties, or assessments, however designated, levied, or based upon this agreement, for the prices hereunder, the services hereunder, or any product or product use, and any taxes or charges in lieu thereof, paid or payable by Seller with respect to the foregoing, exclusive of taxes based on net income. All personal property taxes assessed or assessable on any product after delivery shall be born by Buyer. In the event Seller is required to pay any such tax, levy, duty, or assessment, Buyer shall forthwith reimburse Seller.

**DELIVERY AND RISK OF LOSS.** Delivery shall be F.O.B. origin (domestic United States of America shipments) and Ex Works (for all international shipments) and, for this purpose, possession and title to all products ordered hereunder shall be deemed to pass to Buyer upon delivery to the carrier at the point of shipment. Buyer assumes all risk of loss or damage upon delivery to carrier at point of shipment, except for those resulting from the negligence of Seller. All transportation charges or costs of insurance which may be assessed in connection with all products delivered hereunder shall be added to the price quoted to Buyer and shall be paid by Buyer. Unless otherwise agreed upon in writing, shipment shall be made in accordance with Seller’s standard procedures. Export shipments will be made in accordance with Buyer’s instructions, which must be completed and delivered to Seller at least five (5) working days prior to shipment date. Any required import/export license must be obtained by Buyer; all orders are subject to this requirement. Seller will make partial shipments unless otherwise specified by Seller or Buyer.

**TERMS OF BILLING AND PAYMENT.** Invoicing and payment terms shall be governed solely by Seller’s quotation. and are always subject to a current credit approval. No other invoicing or payment terms, including terms contained in Buyer’s Purchase Order are applicable, unless otherwise agreed to in writing by Seller. Buyer shall pay to Seller the amount stated on its invoice by the invoice due date. No discounts are allowed for earlier payments, unless otherwise provided by Seller in writing. **Past Due Amounts.** Delinquent payments are subject to an interest charged at the rate of 1 1/2% per month, or any lesser portion thereof and shall not exceed the maximum lawful rate. **Security Interest.** Buyer hereby enters into a security agreement with Seller and grants to Seller a purchase money certificate interest in the products sold pursuant herein in order to secure payment of the purchase price. Buyer agrees to execute and deliver all documents as Seller may request so as to perfect and maintain Seller’s security interest. Credit Limit. Orders are subject to a maximum outstanding credit limit (measured by including all outstanding invoices, whether or not past due, combined with the value of all accepted orders) as reasonably determined by Seller. Seller may, in its discretion, refuse to accept purchase orders if such acceptance would result in Buyer’s exceeding such credit limit. The amount of credit or terms of the credit agreement can be changed or withdrawn by Seller at any time. **Shipments Independent.** Each shipment constitutes an independent transaction and Buyer shall pay for same in accordance with the specified payment terms. **Delayed Shipments.** If shipments are delayed by Buyer, Seller may nevertheless invoice Buyer when Seller is prepared to ship. **Termination or Change to Orders.** Buyer shall not terminate, suspend performance, reschedule, or cancel delivery or issue a “hold order” under this agreement, in whole or in part, without Seller’s prior written consent and upon terms that will compensate Seller for any loss or damage resulting from such action. Buyer’s liability includes, but is not limited to, the price of any products delivered or held for disposition and the price of services already performed, plus Seller’s loss of profit thereon, incurred costs, and a reasonable allocation of general and administrative expenses. Any such terminations are subject to a minimum termination charge of 20% of the dollar amount of the sales terminated. For purposes of this provision, Seller shall conclusively be deemed to have breached the Agreement if Seller becomes insolvent or files or has filed against it a petition in bankruptcy. The Buyer is responsible for any increased costs due to a change in design or specification. The Seller reserves the right to re-negotiate pricing of the original contract amount in the event changes affect pricing.

**LIMITED WARRANTY.** Seller warrants to Buyer that, for one year from the date that the Goods are delivered, the Goods, and all replacement or corrected Goods or components delivered under these Terms and Conditions will conform in all material respects to the specifications set forth in the Seller’s quotation/proposal, and be free from defects in materials and workmanship. Notwithstanding the foregoing, Seller will have no liability or obligation with respect to (i) Goods repaired, modified or serviced without Seller’s prior written consent or contrary to Seller’s written instruction or by an unauthorized individual, (ii) Goods improperly or negligently handled, stored, installed, sanitized, operated or maintained, including, without limitation, installation, use or application of Goods or any part thereof contrary to the Seller’s written instructions, use of improper consumables, unsuitable facilities or operation (iii) equipment or components not furnished by Seller, or (iv) normal wear and tear or consumable items. Seller makes no warranty regarding third party components, instrumentation or subsystems. Seller will use reasonable efforts to assign the third party manufacturers’ warranty to Buyer. Seller’s sole obligation and Buyer’s sole remedy for a breach of the foregoing warranties will be to repair or replace the nonconforming Goods at either at the Buyer’s site or at a Seller repair facility, or via remote network access in the case of software repair, such location or method to be determined at Seller’s sole discretion. Goods may be returned for warranty service only upon receipt of prior written authorization. If Seller determines that the allegedly nonconforming Goods or some portion thereof must be returned to Seller for warranty service, it is Buyer’s responsibility to return the Goods. Transportation charges for returned Goods from and to Buyer locations within the United States shall be paid by Seller, provided that if Seller determines that the Goods conform to the terms of the warranty, Buyer shall reimburse Seller for all costs of handling, transportation, repairs or diagnostic analysis at Seller’s then prevailing rates. For all other return locations, Buyer will be responsible for all costs of shipping, customs clearance and any other related charges without regard to whether the Goods conform to the terms of the warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL OTHER SERVICES, GOODS AND OTHER MATERIALS ARE PROVIDED UNDER THIS AGREEMENT “AS IS.” SELLER DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES WITH RESPECT THERETO, AND EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, FREEDOM FROM INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

**LIMITATION OF LIABILITY.** NEITHER PARTY NOR ITS SELLERS, CONTRACTORS, LICENSORS OR LICENSEES SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LIABILITIES OF ANY KIND OR FOR LOSS OF REVENUE, LOSS OF BUSINESS, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY (INCLUDING DAMAGE TO OR FAILURE OF BUYER PRODUCTS CAUSED BY OR INDIRECTLY RELATED TO GOODS OR SERVICES PROVIDED BY SELLER HEREUNDER) OR OTHERWISE, EVEN IF ANY REPRESENTATIVE OF A PARTY HERETO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS THE PARTIES’ CONFIDENTIALITY OBLIGATIONS. SELLER’S AGGREGATE LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED THE TOTAL PURCHASE PRICE FOR GOODS AND SERVICES PROVIDED BY SELLER UNDER THE APPLICABLE PURCHASE ORDER, PURCHASE ORDER AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL NOT APPLY TO THE PARTIES’ INDEMNIFICATION OBLIGATIONS HEREUNDER OR BREACHES OF THE PARTIES’ CONFIDENTIALITY OBLIGATIONS. SELLER’S AGGREGATE LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED THE TOTAL PURCHASE PRICE FOR GOODS AND SERVICES PROVIDED BY SELLER UNDER THE APPLICABLE PURCHASE ORDER.

**INDEMNITY FOR IMPROPER USE.** Buyer shall indemnify and hold harmless Seller in respect to any damages, losses, costs, expenses, recoveries, obligations, liabilities and the like incurred, suffered, or threatened by Seller (including, without limitation, settlement costs and any legal, accounting and other expenses for investigating or defending any actions or threatened actions)

which shall arise, result from, or relate to any direct or indirect injury, damage or loss, to any property or any person, (i) arising out of the connection of product furnished hereunder to equipment other than Seller’s products or equipment or (ii) has been operated contrary to Seller’s printed instructions or (iii) has been subjected to neglect, accident, improper power, improper matching or (iv) has been subjected to repairs or modifications made by any person or entity other than Seller or its authorized service personnel and not authorized in writing.

**PATENT INDEMNITY.** Seller will, at its own expense, indemnify and defend any claim instituted against Buyer that is based on an allegation that the Goods constitute an infringement of any United States patent. Seller’s indemnification and defense obligations are conditioned upon Buyer giving Seller (i) prompt notice of all such claims, (ii) full authority to defend all such claims, and (iii) all reasonably available information and assistance helpful to Seller’s assumption of the defense. Buyer may participate in the defense at its own expense and with its own counsel; provided that, Seller will have control of the defense of each such claim, including appeals from any judgment therein and any negotiations for the settlement or compromise thereof, with full authority to enter into a binding settlement or compromise. If the use of any Goods is held to infringe and that use is enjoined, Seller will, at its option and expense, (i) procure for Buyer the right to continue to use the affected Goods consistent with these terms and conditions and the intended use for the affected Goods, (ii) replace or modify the affected Goods so that they are no longer infringing, or (iii) grant Buyer a credit for the affected Goods upon return to Seller, allowing for reasonable use and obsolescence. Notwithstanding the foregoing, Seller’s indemnification will apply to only standard Seller products that have not been modified in any manner, and Seller will have no liability to Buyer with respect to any infringement or claim thereof that is based upon or arises out of (i) use of the Goods in combination with any product not supplied by Seller, (ii) the use of the Goods in a manner for which the Goods were neither designed nor contemplated, (iii) any modification of the Goods by Buyer or any third party, or (iv) or Seller’s compliance with Buyer’s specifications or directions. The foregoing states the entire liability of Seller for or arising out of any claim or determination of infringement or misappropriation.

**DEFAULT.** Buyer shall be deemed to be in default upon (a) failure to comply with any of the terms and conditions of this agreement or any other written agreement with Seller, or (b) the appointment of a receiver for its business or in the event Buyer shall become subject to an insolvency proceeding under any bankruptcy act. Remedies. Upon such default, in addition to any other remedies it may have at law or in equity, Seller may cancel any outstanding orders from Buyer, refuse to make deliveries and declare all obligations immediately due and payable. Furthermore, Seller may recover possession of the product sold hereunder pursuant to its security agreement with Buyer above provided. Buyer hereby grants Seller a license to enter Buyer’s premises whenever any subject product may be housed for such purpose and waives all claims for damages or trespass arising from any such entry and possession. **Costs.** Buyer shall be liable for all Seller’s expenses of retaking or repossessing, holding, preparing for sale, selling and the like in the event of Buyer’s default.

**FORCE MAJEURE.** Seller shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; the elements; riot; labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material or equipment used in the manufacture of the products; failure of any party to perform any contract with Seller relative to the production of the products; or from any cause whatsoever beyond Seller’s control, whether or not such cause be similar or dissimilar to those enumerated. Seller shall promptly notify Buyer of the happening of any such contingency and of the contemplated effect thereof on the manufacture and delivery of the Products. **PRODUCT MAINTENANCE.** Seller shall have no obligation to repair or maintain any product furnished hereunder, unless the Buyer and Seller have entered into a separate maintenance agreement in writing respecting such product.

**NO WAIVER OF CONDITIONS.** The failure of Seller to insist upon Buyer’s strict performance of any of the terms and conditions hereunder or a delay by Seller in exercising any of its remedies thereunder, shall not constitute a waiver of these terms and conditions or a waiver of any default or any remedy.

**PRODUCT.** The word “Product” as used herein includes hardware and software, and may include new or reconditioned parts. **APPLICABLE LAW.** The laws of the State of Minnesota, United States of America shall be the applicable law for the interpretation and enforcement of this agreement, and for purposes of choice of law.

**NOTICES.** Any notices provided for hereunder shall be given in writing and transmitted by personal delivery or prepared first class postage fully addressed to in the case of Seller, 6550 Wedgwood Road, Suite 120, Maple Grove, MN 55311, and in the case of Buyer, its address shown on the face hereof.

**ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties hereto and supersedes all other agreements between the parties in connection with the sale of products and services provided herein. In the event of any discrepancy or inconsistency between the agreement and any other form of agreement used by either party in connection herewith, the terms and conditions of this agreement shall govern.

**NO IMPLIED LICENSE.** The sale or other furnishing of any product, part, or information in the form of date, service, or application assistance (hereafter all together referred to in this paragraph as “material or service”) by Seller, or any of its affiliates, shall not be construed as an express or implied license or other grant of rights of use by implication, course of dealing, estoppel, or otherwise, any patent, know-how, technical data, or other trade secrets or proprietary rights of Seller, or any of the affiliates, connected in any way to the material or service for any purpose other than that purpose which as of the date hereof, Buyer has clearly caused Seller to understand as the purpose of Buyer in the execution, delivery and performance of this agreement.

**INTELLECTUAL PROPERTY.** Seller exclusively owns all right, title and interest in and to any inventions, discoveries, improvements, methods, ideas, computer and other apparatus programs and related documentation, works of authorship found in any tangible medium of expression, trademarks, trade secrets (“work product”), whether or not patentable, copyrightable or subject to trademark, trade secret, or other proprietary rights protection, or other forms of protection for any work product which is made, created, developed, written, conceived or first reduced to practice by Seller solely, jointly or on its behalf, whether in the course of, arising out of or as a result of work done under this agreement or otherwise. **Reverse Engineering.** Buyer shall not modify, adapt, translate or reverse engineer Seller products. Furthermore, Buyer shall not at any time use Seller products or confidential information, or its knowledge of Seller products or confidential information, to create a product or function that is competitive with Seller products and shall not sublicense or distribute Seller products to an end user who intends to use Seller products or confidential information or its knowledge of Seller products or confidential information to create a product or function that is competitive with Seller products.

**SOFTWARE.** Any software included in products remains the property of Seller, or its original developer. Any software, including but not limited to the CimTest® C++ Test Executive / ChamberView Software, provided with the system is licensed by the Seller to the Buyer for use only on the following terms and conditions. The Buyer’s acceptance and using of software indicates the Buyer’s acceptance of these terms: (a) **License.** Seller grants the Buyer a non-exclusive, non-transferable perpetual license to use the software subject to the following terms and conditions. (b) **Copyright.** Software and related documentation is protected by copyright and contains trade secrets and proprietary information of the Seller. No copies of the software or related documentation shall be made without the Seller’s written permission, except as reasonably required for the licensed use and for legitimate backup purposes. Except as provided in the following paragraph, under no circumstances shall copies of the software or related documentation or any other Seller proprietary information be transmitted to any third party. (c) **Restrictions on Use and Transfer.** The software is licensed to the Buyer for use at only the stations originally supplied with each system. (d) **Limitation of Liability.** This license is subject to the general limitations on liability contained in the remainder of the Seller’s Terms & Conditions of Sale stated herein. (e) **Term.** This license will continue for an indefinite term unless terminated as provided herein. The Buyer shall have the right to terminate this license at any time. The Seller shall have the right to terminate the license in the event the Buyer fails to comply with any of the terms and conditions of the license stated herein. In the event of termination, the Buyer shall return all the software and documentation together with all copies and related material within 30 days of such termination. The software may not be made available to any third party without prior written consent of Seller or the original developer. You may not use, distribute, rent, share, copy, convey, reproduce, lease, sell, lend, transfer, modify, reverse engineer, decompile, disassemble, or translate into another program language the software or any copy, in whole or in part, except as provided in this agreement. **Source Codes.** Seller does not provide source codes as part of product purchases and/or software licenses.

**ATTORNEY’S FEES.** If either party to this agreement incurs any legal fees, whether or not an action is instituted, in an effort to enforce the terms and conditions of this agreement, it is agreed that the successful or prevailing party or parties shall be entitled to reasonable attorney’s fees and other costs in addition to any other relief to which such party may be entitled.

**GDPR.** The Seller is in compliance with the EU General Data Protection Regulation 2016/679 (“GDPR”) for appropriate safeguards regarding the treatment and transfer of personal data.