

## GENERAL TERMS AND CONDITIONS

### 1. The Contract

1.1 Teledyne Signal Processing Devices Sweden AB or Teledyne Signal Processing Devices, Inc., (collectively SP Devices), offers to sell and deliver the products, meaning the hardware and software products, including documentation and services, specified herein, in accordance with the Contract. The Contract consists of the following documents, which in case of conflict shall apply in their stated order; (i) the Offer; and (ii) these General Terms and Conditions.

1.2 In case the products contain software owned by third party the Buyer undertakes to accept and be bound by license agreement imposed by such third party. The products may be delivered as digital media containing additional software products belonging to SP Devices or third party and applicable End User License Agreements, in which case the Buyer undertakes to accept and be bound by such agreements.

### 2. Prices and Terms of Payment

2.1 All prices are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms and conditions which are not a part of the original price quotation. Prices are exclusive of all taxes, tariffs, customs, duties and importing fees.

2.2 Payment terms are set forth in the quotation issued to the customer or in other written form. SP Devices will issue invoices on delivery in the case of all products; and if deliveries are authorized in instalments, each shipment shall be invoiced and paid when due without regard to other scheduled deliveries. SP Devices is entitled to interest on overdue payment as prescribed by law and, where appropriate, shall be entitled to withhold delivery or part thereof. Amounts owed by the Buyer with respect to which there is no dispute shall be paid without set-off for any amounts which the Buyer may claim are owed by SP Devices.

### 3. Delivery

3.1 Terms of delivery of the products are FCA Teledyne Signal Processing Devices Sweden ABs' premises, Teknikringen 6, SE-583 30, Linköping, Sweden, (INCOTERMS 2010).

3.2 Buyer does hereby grant to SP Devices a security interest in the products as security for the performance by Buyer of all its obligations hereunder.

3.3 Under no circumstances shall SP Devices be liable to Buyer for any delay in delivery. All claims for damages to the product or shortages must be made within fourteen (14) days of delivery.

### 4. Cancellation, Rescheduling, Returns and Modifications

Any request for order cancellation, rescheduling, return, or modification must be made in writing and such action must be approved in writing by SP Devices. SP Devices, at its option, may accept or reject any request by Buyer to return product for credit. Buyer shall not return any products for any reason without the prior written authorization of SP Devices.

### 5. Warranty

SP Devices warrants that each product will be free of defects in materials and workmanship, and conform to specifications set forth in published data sheets (or in its published user manuals for its system products), for a period of three (3) years. The warranty start on the date the product is shipped by SP Devices. For any Hardware, Software or Services returned to SP Devices, which in SP Devices sole discretion, does not conform to this warranty, SP Devices' sole liability and responsibility is to: (i) repair or replace the affected Hardware or Software, (ii) re-perform the affected Services, or (iii) refund the fees paid for the affected Hardware, Software or Services. If SP Devices selects to repair or replace Hardware, SP Devices may use new or refurbished parts or products that are equivalent to new and are at least functionally equivalent to the original part or Hardware. Due to the normal, finite write-cycle limits of Solid State Drives (SSDs), SP Devices shall not be liable for warranty coverage of SSDs caused by wear-related issues that arise as an SSD reaches its write-cycle limit. Due to normal, finite mechanical limits of connect and disconnect cycles of connectors, SP Devices shall also not be liable for warranty coverage of connectors caused by wear-related issues. SP Devices warrants that SP Devices owned standard Software substantially conforms to Specifications. SP Devices does not warrant that Software will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer. SP Devices does not warrant that the operation of Products will be uninterrupted or error free. Product returned to SP Devices for warranty service will be shipped to SP Devices (seller's plant at Teledyne Signal Processing Devices Sweden AB, Teknikringen 6, SE-583 30, Linköping, Sweden) at Buyer's expense and will be returned to Buyer at SP Devices' expense. SP Devices will have no obligation under this warranty for any products which (i) has been improperly installed; (ii) has been used other than as recommended in SP Devices' installation or operation instructions or specifications; or (iii) has been repaired, altered or modified by entities other than SP Devices. The warranty of replacement products shall terminate with the warranty of the product.

### 6. Warranty Disclaimer and Limitation of Liability

6.1 SP DEVICES' EXPRESS WARRANTY TO BUYER CONSTITUTES SP DEVICES' SOLE LIABILITY AND THE BUYER'S SOLE REMEDY WITH RESPECT TO THE PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES AND REMEDIES. EXCEPT AS THUS PROVIDED, SP DEVICES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

6.2 SP DEVICES DOES NOT INDEMNIFY, NOR HOLD THE BUYER HARMLESS, AGAINST ANY LIABILITIES, LOSSES, DAMAGES AND EXPENSES (INCLUDING ATTORNEY'S FEES) RELATING TO ANY CLAIMS WHATSOEVER. IN NO EVENT SHALL SP DEVICES BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFIT, LOST DATA AND THE LIKE, DUE TO ANY CAUSE WHATSOEVER. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SP DEVICES MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL THE ACCRUED TOTAL LIABILITY OF SP DEVICES FROM ANY LAWSUIT, CLAIM, WARRANTY OR INDEMNITY EXCEED THE AGGREGATE SUM PAID TO SP BY BUYER UNDER THE ORDER THAT GIVES RISE TO SUCH LAWSUIT, CLAIM, WARRANTY OR INDEMNITY.

### 7. Intellectual Property Rights Indemnity

SP Devices agrees to indemnify and defend Buyer against any claim for infringement of patent, copyright, trademark or other intellectual property right resulting from use in agreed countries of delivered products, provided SP Devices is promptly advised of any such claim or action and has sole control of the defence of any such action and all negotiations for its settlement or compromise. If at any time use of the product is enjoined or is discontinued because of a settlement, SP Devices shall have the right, but not the obligation, at its sole option and

expense, to either procure for Buyer the right to continue using the product, replace or modify the product so that it becomes non-infringing or grant Buyer a credit for the product as depreciated, and accept its return. SP Devices shall not have any liability to Buyer if the infringement or other violation of a third party right is based in any way upon (i) the use of a product in combination with other components, equipment or software not furnished by SP Devices, provided that SP Devices shall have no liability related to third party software; (ii) use of a product in practicing any process; (iii) any product which has been modified or altered; (iv) the manner in which the product is used even if SP Devices has been advised of such use; or (v) SP Devices' compliance with the Buyer's designs, specifications or instructions. SP Devices shall also not have any liability to Buyer if the infringement or other violation of a third party right results from a product complying with an industry standard or communication protocol. In no event shall SP Devices' total liability to Buyer under this section exceed the aggregate sum paid to SP Devices by Buyer for the products hereunder.

#### 8. Force Majeure

SP Devices shall not be liable for any loss or damage resulting from any delay in delivery or failure to give notice of delay when such delay is due to any cause or event beyond SP Devices' control, including, without limitation, acts of nature, unavailability of supplies or sources of energy, riots, wars, fires, strikes, labour difficulties, delays in transportation, delays in delivery or defaults by SP Devices' vendors, or acts or omissions of the Buyer. In the event of delay due to any such cause, time for delivery shall be extended for a period of time equal to the duration of such delay and the Buyer shall not be entitled to refuse delivery or otherwise be relieved of any obligations as a result of the delay. If, as a result of any such cause, any scheduled delivery is delayed for a period in excess of three (3) months, SP Devices or Buyer shall have the right by written notice to the other to cancel the order for the products subject to the delayed delivery without further liability of any kind.

#### 9. Export

Buyer certifies that it will not export or re-export the products furnished hereunder to the United States unless it complies fully with all laws and regulations of the United States relating to such export or re-export, including but not limited to applicable U. S. Export Administration rules and regulations.

#### 10. Warning and Customer Indemnity

Products sold by SP Devices are not designed, manufactured, or tested for use in life support and/or safety equipment where malfunction of the product can reasonably be expected to result in personal injury or death. Neither are the products suitable for use in systems that require fail-safe operation including but not limited to nuclear facilities, aircraft traffic control systems, and aircraft navigation. Buyer uses or sells such products at Buyer's own risk and agrees to defend, indemnify and hold harmless SP Devices from any and all damages, claims, suits or expense resulting from such use.

#### 11. Intellectual Property Rights

11.1 The products contain intellectual property belonging to SP Devices, (SP Devices IP). SP Devices retains all ownership rights in SP Devices IP and no license is granted under any patent right or other intellectual property right of SP Devices except as expressly authorized by these General Terms and Conditions or applicable End User License Agreement.

11.2 The Buyer undertakes not to (i) rent, disclose, sell, assign, lease, sublicense, market, or transfer any part of SP Devices IP or use it in any manner not expressly authorized by these General Terms and Conditions or applicable End User License Agreement; (ii) copy, modify or make derivative works of SP Devices IP; (iii) derive or attempt to derive the source code, source files or structure of all or any portion of SP Devices IP by reverse engineering, disassembly, decompilation or any other means; or (iv) alter or remove any copyright notice or proprietary legend contained in or on the SP Devices IP.

#### 12. Confidentiality

The parties undertake not to disclose to any third party, but to treat strictly confidential, and not to use for any other purpose than for fulfilling its contractual undertakings under this Contract, any information it has received or will receive pursuant to this Contract, which is clearly identified by the disclosing party as confidential by an appropriate legend or if orally disclosed identified as confidential at the time of disclosure by the disclosing party. Information concerning SP Devices' prices and technical solutions relating to the products is deemed confidential also without such identification. The parties shall ensure the observation of confidentiality by imposing a duty of confidentiality on their personnel or by taking other appropriate steps. This obligation shall for each and every part of such information remain valid for three (3) years from the date of receiving such part of the information. However the obligation shall not apply to information that was known to the receiving party prior to receipt of such disclosure according to this Contract or that is or becomes generally available to the trade or to the public, otherwise than by breach of this Contract.

#### 13. Entire Agreement and Amendments

The Contract between the parties supersede all previous communications, whether oral or written. Any change to this Contract may be made only upon mutual agreement of the parties in writing.

#### 14. Assignment

This Contract is not assignable by Buyer and any attempt to assign any rights, duties or obligations arising hereunder shall be void.

#### 15. Applicable Law and Disputes

15.1 This Contract shall be governed by and construed in accordance with Swedish law for agreements entered into by Teledyne Signal Processing Devices Sweden AB and New York law for agreements entered into by Teledyne Signal Processing Devices, Inc.

15.2 Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce for Teledyne Signal Processing Devices Sweden AB and the London Court of International Arbitration for Teledyne Signal Processing Devices, Inc. The arbitral tribunal shall be composed of a sole arbitrator. The place of arbitration shall be Stockholm for Teledyne Signal Processing Devices Sweden AB and New York, New York for Teledyne Signal Processing Devices, Inc. The language to be used in the arbitral proceedings shall be English.