



ONLOGIC

Terms of Sale - OnLogic, Inc.

The following are the Terms of Sale ("Terms" or "Agreement") entered into by and between OnLogic, Inc., a Vermont corporation with an address of 435 Community Dr., South Burlington, VT, United States 05403 and its Affiliates (hereinafter "OnLogic") and the party identified below, and its Affiliates (hereinafter "Customer").

CUSTOMER:

Counterparty Name

Counterparty Address

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Orders: Retail prices for products are available on www.onlogic.com, (the "OnLogic Site"). Customer may place an order through the OnLogic Site or may contact OnLogic via the methods set forth on the OnLogic Site. Customer may also contact OnLogic to request a quote for volume orders of 5 or more systems or 10 or more components ("Volume Orders") or a proposal for services. If a quote or proposal is issued by OnLogic, pricing is valid for 30 days unless otherwise expressly noted, and does not include shipping unless and except as expressly stated on or within a quote or proposal. Prices are for minimum order quantities as stated. All orders are FCA (Incoterms 2020) South Burlington, VT, unless stated otherwise.

2. Acceptance of Orders: OnLogic shall accept Customer's order within a reasonable amount of time of receipt of such Order; provided, however, that OnLogic may decline, refuse, or cancel an order for any reason within fourteen days of order acknowledgement. A refund will be issued to Customer upon cancelation, if applicable. Receipt of an electronic confirmation is not indicative of OnLogic's acceptance of an order or confirmation of OnLogic's offer to sell. Terms of payment are at the discretion of OnLogic.

3. Payment and Payment Terms: OnLogic accepts most major credit cards and payment providers, e.g., PayPal. Customer agrees to pay applicable taxes, if any, including value-added, excise, state and local sales and/or use taxes and personal property taxes, and any customs duties, brokerage fees, or charges imposed. Customer must claim any exemption from such taxes, fees or assessments at the time of purchase and provide OnLogic with the necessary supporting documentation. Due to OnLogic's activities in Vermont, New York and North Carolina, unless presented with evidence of exemption, OnLogic is required to levy VT, NY and NC state sales tax on orders delivered within those states as well as other individual States which require the levy and collection of such taxes. OnLogic requires payment prior to shipment, unless credit terms have been expressly granted and agreed to in writing by OnLogic. In the event OnLogic grants credit terms, such terms shall begin upon the invoice date. Any sum not paid by Customer when due shall bear interest until paid at a rate of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less. If OnLogic brings an action for breach of these Terms, including any action to enforce its right to payment, and OnLogic is the prevailing party, Customer shall be liable for OnLogic's reasonable attorneys' fees, costs, and expenses incurred in connection with such action.

4. Shipping: Customer is responsible for all shipping and insurance charges. OnLogic will ship anywhere in the U.S., Canada and, at its discretion and under specific terms, to other international destinations. When shipping on a Customer's carrier account, Customer agrees to indemnify, reimburse and hold OnLogic harmless for any costs, fees or other liability imputed or charged to OnLogic by the carrier for Customer's failure to pay the relevant shipping charge(s).

Shipping and delivery dates are not guaranteed. Orders may be delayed because of payment, billing, or shipping verification in order to

prevent fraudulent credit card transactions. Shipping closes at 5 p.m. EST for orders being shipped via UPS. For other shipping methods (DHL and USPS), shipping closes at 2 p.m. EST. OnLogic does not process or ship orders on weekends or national holidays. OnLogic reserves the right to use an alternative shipping method due to weight restrictions. Shipping charges are non-refundable.

Products and services purchased or received under these Terms are subject to import and export laws and regulations of the United States of America or other applicable jurisdictions. Transfer of title to products and the risk of loss or damage during transit passes from OnLogic to Customer upon OnLogic's delivery of the products to the carrier. Title to services transfers upon completion of the services.

Bill and Hold: Customer may request to delay shipment of finished products ready for shipment by submitting such request to OnLogic in writing and including the reasons for the request and a desired specific shipment date, which shall not be more than thirty (30) days from the original ship date. All requests shall be subject to sole, discretionary, approval by OnLogic. Notwithstanding any language to the contrary in this Agreement, in the event of an approval to delay shipping of finished goods, Customer agrees and understands transfer of title and risk of loss to products passes from OnLogic to Customer effective from the time of the request. Any such delay of shipment of finished goods shall not delay any and all payment terms and obligations.

International Shipping: For Customers outside of the United States, Customer is the importer of record and is responsible for any additional levies, duties, taxes and other customs fees required for clearance. OnLogic will not issue credit for any orders that are refused or abandoned.

5. Force Majeure: Delay in performance or non-performance of any obligation contained herein, except for payment obligations of Customer, shall be excused to the extent such failure or non-performance is caused by Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean any cause preventing performance of an obligation under this Agreement (except for the payment of money) which is beyond the reasonable control of either party hereto, and which by the exercise of reasonable and customary due diligence, could not have been avoided or overcome, including without limitation, fire, flood, sabotage, shipwreck, embargo, epidemics or pandemics, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts, tariffs, duties or other obligations imposed based on laws or regulations now in existence as well as those enacted in the future), acts of God, and delays or failure in obtaining components from suppliers, raw materials or transportation.

6. Backorder Policy: Products marked "Out of Stock" or "Expected" on the OnLogic Site can still be ordered. In the event that an item ordered is out of stock, OnLogic will notify Customer and provide updates as necessary. OnLogic will not split orders unless the Customer requests a split shipment and provides payment for each shipment.

7. Order Changing or Canceling Policies: Change or cancellation requests may result in a cancellation fee of 5% on components and 15% plus labor on systems (excludes any tax charged) in addition to the cost of all parts and Components that cannot be returned to OnLogic's suppliers as well as any OnLogic supplier restocking or return fees related thereto. Products not offered on the OnLogic Site as standard products ("Special Orders") and Volume Orders are non-returnable and non-cancelable. All orders for services are non-cancelable and not subject to modification, except as expressly mutually agreed to by the parties.

8. Return, Exchange and Refund Policies: Except for Special Order and Volume Orders, which are non-cancellable and non-returnable, OnLogic will accept returns of products in accordance with these Terms and Section 9: Return for Refund and Section 10: Warranty, below. All returns require an issued Return Merchandise Authorization (RMA) number. Unauthorized returns will be refused and returned to sender. To request an RMA, Customer shall fill out a request online or call Support at 802 861 2300. RMA numbers are valid for 14 days. Customer is responsible for the cost of shipping and bear the risk of loss for the returned products to OnLogic or to the OEM as may be specified by OnLogic. OnLogic will use UPS Ground shipping when sending replacement products to domestic locations. Shipping costs are non-refundable. Returned product is considered abandoned property following 30 days with no response to support communications.

Claims that the product did not arrive must be made within 14 days after the shipment date as recorded by OnLogic. Any claims or returns requested due to the product was damaged upon arrival, missing, shortage, or incorrect product claims, at the fault of OnLogic or shipping company, must be made within 14 days of shipment.

9. Return for Refund: Customer may return Products in accordance with Section 8, above, for a refund within 30 days of the ship date. All components are subject to a 5% restocking fee. All systems are subject to a 15% restocking fee. Shipping charges are non-

refundable. Except in the event of a shipping error by OnLogic, Customer is responsible for the cost of shipping items back to OnLogic. The following products and Fees are non-returnable and non-refundable:

- Products that have been defaced, modified, or physically damaged
- Products that have become non-functional due to user error, virus or other malware
- Products that have the warranty label/mark or serial number removed or altered by Customer
- Products returned without original retail packaging, or accessories (manual, CDs, cables, etc.)
- Software, including software in systems
- Expedited Assembly & Validation Fees
- Special Orders, Volume Orders (5+ of the same unit) and component volume orders (10+ of the same component).

10. Warranty:

Product Warranty: Except when otherwise noted on the OnLogic Site, OnLogic warrants that all products will be free from defects in materials and workmanship for a one-year period for components and a two-year period for built systems. Extended warranties may be available on select products but any extended warranties will apply only if (i) expressly set forth in writing by OnLogic and (ii) paid for by Customer. If a component or system appears to be non-functioning or defective, contact OnLogic technical support at 802 861 2300 or send an inquiry to support@onlogic.com. An OnLogic technician will contact you to discuss your issue and options.

If the product is under warranty at the time Customer submits a warranty claim to OnLogic, and the warranty has not been voided (as discussed below), OnLogic will, at its sole option, either repair or replace the product, or issue Customer a refund for the purchase price of the product. In the case of discontinued items or those approaching end of life, a comparable replacement as determined by OnLogic, may be provided. The foregoing shall be Customer's sole remedy and OnLogic's sole liability under any product warranty claim.

The warranty will be void if there is evidence of damage, misuse, or modification by the Customer. To avoid confusion between the parties, in the context of this clause, the meaning of "misuse" may include, but shall not be limited to any use or modification of the products, whether in and of itself or in combination with other components, devices, software, application or environment which exceeds, or is outside the scope of the technical specifications or performance capabilities of the product and/or applications, as expressly stated in any product instructions, technical manuals, specifications. The warranty does not extend to closeout items or third-party software and firmware. For warranty repairs, International customers must bear shipping costs to and from OnLogic and any duties, taxes, or brokerage fees associated with the RMA.

When items returned for repair are found to be working or when the warranty has been voided, the cost of shipping back to the Customer will be charged to the Customer. OnLogic cannot guarantee safekeeping of Customer data present on any data carrier device, such as hard drive, ssd, sd-card or comparable, as part of a return or RMA. Prior to sending in systems, barebones products, or hard disk drives for repair, Customer should backup all valuable data.

Notwithstanding any language above, components or products sourced by OnLogic from a third-party for sale to Customer will be limited to the warranty extended by the original equipment manufacturer.

Services Warranty: Unless otherwise agreed by the parties in writing, OnLogic warrants for a period of ninety (90) days following delivery of the applicable services and all deliverables: (a) Services provided to Customer shall be performed by competent personnel in a workmanlike manner; (b) Services provided do not and will not infringe, misappropriate or otherwise violate the intellectual property or other proprietary rights of any third party; and (c) OnLogic will comply with all applicable laws, rules and regulations while performing the Services. OnLogic will not perform work at the Customer Site unless provided in a separate agreement between the parties.

Customer must notify OnLogic within thirty (30) days of the date Customer learns of the facts or circumstances giving rise to any claimed breach of any warranties in the aforementioned paragraph. Customer's sole and exclusive remedy, and OnLogic's sole and exclusive obligation, for breach of any warranty shall be, at OnLogic's option, re-performance of the Services, or termination of the Agreement and return of the portion of the fees paid to OnLogic by Customer for such nonconforming Services. This disclaimer and

exclusion shall apply even if the express warranty and limited remedy set forth above fails of its essential purpose. The warranty provided is subject to the limitation of liability set forth below.

11. DISCLAIMER AND LIMITATION OF WARRANTIES: EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, ALL PRODUCTS ARE PROVIDED STRICTLY "AS IS," WITHOUT ANY WARRANTY. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

This disclaimer and exclusion shall apply even if the express warranty and limited remedy set forth above fails of its essential purpose. The warranty provided is subject to the limitation of liability and waiver of consequential and other damages set forth respectively, below.

Products are not designed, intended or licensed for use in hazardous environments or applications requiring fail-safe or mission-critical controls, including without limitation, the design, construction, maintenance or operation of nuclear facilities; aircraft navigation or communication systems; air traffic control; autonomous vehicle navigation; safety systems; medical devices, whether or not subject to FDA, EMA or other governmental agency or regulatory oversight; life support or weapons systems. OnLogic specifically disclaims any express or implied warranty of fitness for such purposes. No oral or written information or advice given by OnLogic, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of any warranty provided in the Agreement.

ONLOGIC SPECIFICALLY DISCLAIMS ANY WARRANTY AND/OR ANY LIABILITY TO CUSTOMER AND ITS CUSTOMERS FOR COMPLIANCE WITH ANY AND ALL GOVERNMENTAL STATUTORY, REGULATORY, LEGAL OR OTHER CERTIFICATION REQUIREMENTS SPECIFICALLY RELATED TO CUSTOMER'S INTENDED APPLICATION NOT EXPRESSLY AGREED TO IN WRITING BY ONLOGIC, INCLUDING BUT NOT LIMITED TO REQUIREMENTS SPECIFIC TO FOOD, DRUG AND MEDICAL DEVICES. FOR THE AVOIDANCE OF CONFUSION, CUSTOMER UNDERSTANDS AND AGREES COMPLIANCE WITH ANY MEDICAL DEVICE OR OTHER SUCH CUSTOMER APPLICATION SPECIFIC CERTIFICATIONS OR REGULATORY REQUIREMENTS, GOVERNING ITS PRODUCTS WHICH MAY INCLUDE OR INCORPORATE ANY ONLOGIC PRODUCTS ARE THE SOLE RESPONSIBILITY OF CUSTOMER.

12. Limitation on Liability; Waiver of Consequential Damages:

Limitation of Liability. The aggregate liability of OnLogic, its suppliers and its subcontractors in connection with any claim whatsoever brought under or related to these Terms shall be limited to the purchase price paid by Customer to OnLogic for the products that gave rise to such liability. The liability of OnLogic, its suppliers and its subcontractors shall be cumulative and not per incident.

WAIVER OF CONSEQUENTIAL AND OTHER DAMAGES. IN NO EVENT SHALL EITHER ONLOGIC, ITS SUPPLIERS OR ITS SUBCONTRACTORS BE LIABLE FOR ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE EQUIPMENT, ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST OR DAMAGED DATA, OR ANY INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE ARISING IN ANY WAY OUT OF THE AGREEMENT OR THE TERMINATION THEREOF, EVEN IF ONLOGIC, ITS SUPPLIERS OR SUBCONTRACTORS HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THE AGREEMENT.

13. Customer Access, Security and Privacy Policy: OnLogic will never sell or rent Customer information. Information provided to OnLogic is used solely for the fulfillment of an order and possible promotional notifications from OnLogic. An OnLogic newsletter provides customers with product updates, promotions, etc. Customer may unsubscribe to the newsletter at any time.

Data Privacy: If and to the extent Customer's order information or other data provided to OnLogic contains any personal data of individuals located in the European Economic Area, OnLogic will be the data controller of such information and will process this data as set forth in our [Privacy Policy](#), which is hereby incorporated by reference and made a part of these Terms of Sale, and applicable law.

14. Insurance: OnLogic has, for itself and any permitted subcontractor it engages, procured and will maintain with an insurance carrier, at OnLogic's expense, insurance coverages for General Liability, Personal Injury and Automobile Liability, in coverage amounts commensurate for OnLogic's industry.

15. Indemnification: Customer assumes all responsibility and liability for injury or damages resulting from its handling, possession, use or sale of products supplied hereunder, including, but not limited to any injury or damage resulting from the use of products in combination with other products, and agrees to hold harmless, defend and indemnify OnLogic, its contractors and subcontractors, from and against all claims, losses, liabilities and expenses (including attorney's fees and other litigation or settlement costs) arising out of such handling, possession, use or sale. The foregoing duty of Customer to hold harmless, defend and indemnify OnLogic shall not apply to the extent such claim, loss, liability or expense results from the willful misconduct or gross negligence of OnLogic.

16. Ownership; Intellectual Property; Rights in Work Product:

(a) The parties agree and understand each party retains all right, title and interest (including all Proprietary Rights) in and to its Retained Intellectual Property. "Retained Intellectual Property" includes each party's concepts, data, designs, developments, documentation, drawings, hardware, improvements, information, inventions, processes, software, techniques, technology, tools, and any other intellectual property, and any third party licenses or other rights to use any of the foregoing, that (i) exists prior to the sale of products or services to Customer; or (ii) are developed entirely independently by a party, at any time, without any use, knowledge of, or reference to, the other party's confidential information or other information obtained in connection with this Agreement. Except as may be expressly agreed to in writing between the parties, the products and/or services provided by OnLogic per this Agreement shall not be deemed a "Work for Hire" and no transfer of intellectual property rights from one party to the other shall occur except as expressly stated herein.

(b) Products and/or services may include components, software programs, documentation, specifications, reports or other materials, including third-party intellectual property that are either owned by OnLogic or licensed by OnLogic from its third-party licensors (the "Deliverables"). OnLogic and its licensors retain all ownership rights in any and all pre-existing Intellectual Property whether in tangible or intangible form, and developed, acquired or prepared by OnLogic in the provision of its products or services, as applicable (collectively, the "Pre-Existing Rights") and Customer expressly agrees and understands any Deliverables are and shall remain owned exclusively by OnLogic or its licensors, as applicable). To the extent (a) OnLogic's Pre-Existing Rights are embedded in or are an integral part of any products or Deliverables provided to Customer under this Agreement, (b) subject to Customer's payment of all fees or amounts due to OnLogic, (c) subject to any restrictions from third-party licensors, (d) compliance with these Terms, and (e) any additional terms as may be expressly agreed to by the parties, OnLogic grants to Customer and its subsidiaries and affiliates, a perpetual, royalty-free, irrevocable, worldwide, non-exclusive, transferable license (with the right to sub-license) to use and/or distribute all products or Deliverables as referenced herein. Notwithstanding the foregoing, OnLogic retains the unrestricted right to use and adapt for use, in all future work for itself or third parties, any techniques, ideas, designs, software or other materials or information OnLogic develops or acquires in the course of performing the services or producing the products, without obligation to Customer, provided such use does not violate any restrictions on use of confidential information set forth below or pursuant to a separate confidentiality or non-disclosure agreement agreed to by the parties.

17. Confidentiality: "Confidential Information" means any confidential or proprietary information concerning OnLogic, Customer, or its affiliates and/or their respective business, products, services, marketing, promotional or technical information, which shall include the terms and conditions set forth herein. For purposes hereof, Confidential Information will not include information: (a) which was previously known to the parties without an obligation of confidentiality; (b) which was acquired from a third party who was not under an obligation to not disclose such information; (c) which was independently developed by either party without any breach of this Agreement, or (d) which is or becomes publicly available through no fault of either party.

Except as otherwise required by applicable law, the parties agree that (a) they will use the Confidential Information solely for the purpose of performing its obligations under this Agreement and (b) they will not disclose the Confidential Information to any third party. The parties hereby agree to protect such Confidential Information in the same manner that they protect the confidentiality of their own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. The parties shall be responsible for any breach of these confidentiality provisions by their respective employees or agents. In the event either party receives a subpoena or other validly issued administrative or judicial process demanding the Confidential Information, the receiving party will give the other party prompt written notice of any disclosure of Confidential Information that, in the opinion of its counsel, appears to be required by law, so that the other party may assert any defenses to disclosure that may be available. Upon request by either party, the other party will return (or, at the party's request, destroy) all copies of any Confidential Information. Confidential Information will at all times remain the property of the originating party. No license under any trade secrets, copyrights, or other rights

is granted by any disclosure of Confidential Information. For Confidential Information that does not constitute "trade secrets" under applicable law, these confidentiality obligations will expire five (5) years after the Delivery Date.

Notwithstanding the above, OnLogic may reference the Customer or any related logos, trademarks or service marks in any publication, website, presentation, public announcement, press release or for any other marketing purpose, unless OnLogic is expressly notified in writing as to any limitations on such references/uses by the Customer or such reference or use would constitute a breach of Confidentiality as set forth above or pursuant to a separate Confidentiality and/or Non-Disclosure Agreement.

18. Relationship: OnLogic and Customer are independent from each other. No relationship of principal to agent, master or servant, employer to employee, or franchisor to franchisee is established hereby between us. Neither has the authority to bind the other or incur any obligation on behalf of the other.

19. Applicable Law: Any dispute arising from the services will be governed by, and construed in accordance with, the laws of the State of Vermont (excluding the United Nations Convention on Contracts for the International Sale of Goods) without regard to conflict of laws principles. Any proceeding brought under or related to these Terms shall be brought solely and exclusively in the state and federal courts located within the State of Vermont, and the parties expressly consent to the exclusive jurisdiction of such courts.

20. Notices: Any notice, communication or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person, by registered or certified mail, postage prepaid, return receipt requested, or by reputable overnight carrier. Notices to OnLogic shall be directed to:

OnLogic, Inc.

Attn: General Counsel

435 Community Dr.

South Burlington, Vermont 05403

With copy to: legal.notices@onlogic.com

Notices to Customer shall be directed to the address listed above, or to such other address or addresses as either party may hereafter designate in writing.

21. Miscellaneous: The failure of either party to enforce strict compliance with any provision of these Terms shall not constitute a waiver of its right to enforce such provisions in the future or at a different time. To the extent one or more provisions of these Terms are determined to be void, invalid or unenforceable as a matter of law, the remaining provisions shall remain in full force and effect.

INTENDING TO BE BOUND, the parties hereto have entered into this Agreement as of [Agreement Date].