# VectorNav Technologies: Terms and Conditions of Sale

These Terms and Conditions of Sale (the "Terms and Conditions") constitute an agreement between you (jointly and severally, the purchaser and any person or legal entity on whose behalf or at whose direction such purchaser is acting (the "Customer")) and VectorNav Technologies, LLC (hereinafter "VectorNav"). Customer and VectorNav agree that the purchase, sale, and use of VectorNav hardware and software products (the "Products") and any related services and support (the "Services") provided hereunder are subject to these Terms and Conditions. VectorNav shall not be bound by Customer's additional or different terms, including the terms of any purchase order or similar document provided by Customer. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms and Conditions. Customer agrees that these Terms and Conditions shall become a legally binding contract upon the occurrence of any of the following acts: (a) Customer ordering or purchasing any Product or Service, (b) Customer providing to VectorNav a specification of assortments, delivery dates, shipping instructions, or instructions to bill and hold as to all or any parts of the Products, (c) Customer taking delivery of the whole or any part of such parts or Products, (d) Customer assenting to these Terms and Conditions in writing, orally, or by conduct, or (e) Customer consenting to these Terms and Conditions by means of an electronic signature or by affirmatively checking the box indicating Customer's acceptance to these Terms and Conditions on the VectorNav website. For the avoidance of doubt, these Terms and Conditions and any accompanying VectorNav sales quotation, confirmation of sale or invoice comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

1.      PRICING AND PAYMENT – All quoted prices are in US dollars, unless otherwise explicitly stated, and are valid for thirty (30) days. Product prices are exclusive of, and Customer shall be responsible for the payment of, all shipping charges, costs of freight, taxes, import fees, insurance, duties, value added taxes, and the like. If at any time, Customer (i) is liquidated, dissolved, ceases to do business or otherwise terminates its business operations; (ii) becomes insolvent; (iii) makes a general assignment for the benefit of creditors; (iv) institutes or has instituted against it any proceeding under any law relating to bankruptcy or insolvency or a receiver or trustee is appointed for all or a substantial part of its assets; or (v) fails to make a payment when due or defaults in any way, VectorNav may, at its option, alter terms of payment, declare all amounts owed by Customer past due, suspend credit and delay shipment, terminate any licenses granted hereunder, and pursue any other remedies available to VectorNav at law or under these Terms and Conditions. In such event, Customer agrees to indemnify and reimburse VectorNav for its reasonable expenses, including, but not limited to, collection fees, court costs and attorneys' fees associated with collection of past-due balances.

2.      LIMITED WARRANTY – VectorNav warrants that the Products will be free from defects in material and workmanship and materially conform to their applicable specifications for a period of one (1) year from the date of shipment by VectorNav (the "Warranty Period"), provided that such Products are operated under normal conditions and in accordance with their applicable specifications during such Warranty Period. This warranty does not apply to any Products that have been (i) subject to misuse, neglect, or abuse, (ii) improperly installed or maintained, (iii) repaired or altered by any party other than VectorNav; or (iv) acquired or used in violation of these Terms and Conditions. The warranty period for Products repaired or replaced will be the balance of the Warranty Period. **EXCEPT FOR THE WARRANTIES**

**SET FORTH IN THIS SECTION 2, VECTORNAV MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE**.

3.      CUSTOMER REMEDIES – VectorNav's sole obligation with respect to the foregoing Limited Warranty shall be to, at VectorNav's option, repair or replace any defective Product.  In the event Customer suspects that a Product is defective, Customer may return such Product to VectorNav together with a statement indicating Customer's basis for suspecting that the Product is defective.  VectorNav may examine the Product and determine whether the Product is defective.  If VectorNav determines that the Product is defective and covered by the Limited Warranty, VectorNav will repair or replace the Product.

4.      PRODUCT RETURNS – Customer may return any Product(s) within thirty (30) days of the day of receipt of such Product(s) for a full refund excluding costs for shipping and handling (Customer assumes shipping risks).  Returned Products will be accepted as long as the Products are unaltered, and undamaged, and all original package contents are returned.  Customer shall contact VectorNav in writing to acquire a Return Merchandise Authorization ("RMA") and RMA reference number. After an RMA reference number is issued to Customer by VectorNav, the Product must be packaged securely to ensure that it will not be damaged in transit. The RMA reference number must be prominently marked on the outside of the shipping package.

5.      VECTORNAV TECHNOLOGY – "VectorNav Technology" means any proprietary rights of VectorNav in the Products, VectorNav's software ("Software"), which shall include all software provided by VectorNav, and any and all software embedded in the Products ("Embedded Software"), including (i) all inventions, techniques, know-how, drawings, designs, processes, machines, compositions of matter, articles of manufacture, data structures, functionality, formulas and algorithms, and related underlying intellectual property rights therein, and (ii) all proprietary rights in tooling, material or equipment VectorNav uses in the manufacture, testing or assembly of Products, in each case (i) or (ii) whether or not evidenced by registered copyrights, trademarks, or patents.   As between Customer and VectorNav, VectorNav is the sole and exclusive owner of all VectorNav Technology.  Customer's only rights under the VectorNav Technology shall be to use the Products and Software for their intended commercial purpose and in accordance with user documentation, which may be provided from time to time by VectorNav (the "Intended Purpose").   Customer shall not directly or indirectly challenge the validity or VectorNav ownership of the VectorNav Technology.  Customer agrees and acknowledges that Customer's use of the VectorNav Technology shall be subject to the terms of the limited license granted herein.   Except as expressly set forth in these Terms and Conditions, no rights under any intellectual property or other proprietary rights of VectorNav are implied or granted hereunder.  All rights to VectorNav Technology not expressly granted to the Customer under these Terms and Conditions are reserved to VectorNav.

6.      LICENSE – VectorNav hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, paid-up license (the "License") under the VectorNav Technology to use the Products and the Software solely for their Intended Purpose.  Customer may (a) use one (1) copy of the Software on one (1) computer or (b) use the Software on a multi-user or network system only if (i) the Software is expressly labeled for use on a multiuser or network system, or (ii) one (1) copy of the Software is obtained for each node or terminal on which the Software is to be used simultaneously.  Customer shall not use, make,

manufacture, or reproduce copies of Software or Embedded Software, except that Customer may make additional copies of the Software solely to the extent necessary for backup or archival purposes. Customer shall retain all copyright notices on all authorized copies of the Software and Embedded Software.

7.      NO REVERSE ENGINEERING – Customer agrees that it shall not (nor shall it permit any third party under its direct or indirect control) attempt to reverse engineer, decrypt, disassemble, decompile, decipher, reconstruct or re-orient the source code, algorithms, logic or program code in any of VectorNav's Products, including hardware, Software, Embedded Software, models or prototypes which are provided pursuant to these Terms and Conditions, including, without limitation, for purposes of designing, developing, manufacturing, or marketing a product that includes similar functionality to that of the Products or that otherwise competes with the Products.

8.      CONFIDENTIALITY – "Confidential Information" means any non-public information disclosed by VectorNav to Customer, either directly or indirectly, in writing, orally or by inspection of Products, Software or Embedded Software, which is confidential, trade secret or proprietary to VectorNav or any third party that has furnished it to VectorNav. Confidential Information shall specifically include: (a) all VectorNav Technology; (b) VectorNav's non-public information, in whatever form, of a technical nature, including ideas, concepts, creations, technology, inventions, discoveries, developments, techniques, processes, know-how, drawings, designs, specifications, data, formulas and algorithms included in the Products, Software, and Embedded Software; and (c) VectorNav's non-public information, in whatever form, of a business nature. Customer agrees: (i) to hold the Confidential Information in trust and strictest confidence; (ii) to use the Confidential Information only as necessary to implement and use the Products for their Intended Purpose; (iii) to not reproduce the Confidential Information; (iv) to keep the Confidential Information locked in a secure facility or medium of storage when not in use; and (v) to not to disclose, deliver, provide, disseminate or otherwise make available, directly or indirectly, any Confidential Information to any third party without first obtaining VectorNav's express written consent. Customer shall take at least the same degree of care that it uses to protect its own most highly confidential and proprietary information of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Confidential Information. The foregoing obligations shall not apply to any Confidential Information that: (I) was publicly known and generally available in the public domain prior to the time of disclosure by VectorNav; (II) was rightfully known by Customer, without restriction, prior to the time of first disclosure by VectorNav; (III) was independently developed by Customer without the use of the Confidential Information; or (IV) was rightfully obtained by Customer, without restriction, from a third party who has the right to make such disclosure and without breach of any duty of confidentiality to VectorNav. Customer may disclose Confidential Information to the extent required by law, provided that Customer shall first give reasonable advance notice of such compelled disclosure to Customer, and shall cooperate with the VectorNav in connection with any efforts to prevent or limit the scope of such disclosure and/or use of the Confidential Information.

9.      REMEDIES – Customer agrees that, due to the unique nature of the Confidential Information, its unauthorized disclosure or use will cause irreparable harm and significant injury to VectorNav, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Customer agrees that VectorNav, in addition to any other available remedies, shall have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of Customer's obligations with regard to Confidential Information under these Terms and Conditions without the necessity

of posting any bond or other security. Customer shall notify VectorNav in writing immediately upon becoming aware of any such breach or threatened breach.

10. **LIMITATION OF LIABILITIES – THE PRODUCTS ARE PROVIDED "AS IS" AND IN NO EVENT SHALL VECTORNAV BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS OR OPPORTUNITY OR SIMILAR DAMAGES WHICH MAY ARISE IN CONNECTION WITH ANY OF VECTORNAV'S PRODUCTS) ARISING FROM OR RELATING TO THE SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES. VECTORNAV'S TOTAL CUMULATIVE LIABILITY UNDER THESE TERMS AND CONDITIONS TO CUSTOMER OR ANY THIRD PARTY (INCLUDING INDEMNITY OBLIGATIONS), WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO VECTORNAV DURING THE PRIOR 12-MONTH PERIOD FOR THE PRODUCT GIVING RISE TO SUCH LIABILITY.**

11. SHIPMENT – Title to all purchased material and risk of loss therefore is passed from VectorNav to Customer at the time of shipment from VectorNav's facility. Unless otherwise agreed upon in writing, all purchased material will be shipped uninsured. VectorNav may request partial shipment and invoice accordingly.

12. ASSIGNMENT – Customer may not assign any rights or delegate any duties hereunder without the prior written approval of VectorNav and any attempt to assign any rights, duties or obligations hereunder without VectorNav's written consent will be void. VectorNav may assign all or any part of its rights to payment without Customer's consent and may assign all its rights and delegate all its duties in connection with these Terms and Conditions.

13. CUSTOMER'S REPRESENTATIONS AND WARRANTIES – Customer represents, warrants, and covenants that: (1) Customer will use the VectorNav Products solely for their Intended Purposes, in accordance with applicable law and these Terms and Conditions; (2) in accordance with Section 7 of these Terms and Conditions, Customer will not reverse engineer the Products for the purposes of developing a product that is substantially similar to or in competition with the Products; and (3) all information provided by Customer, including, without limitation, Customer's identification information and information relating to entities with which Customer is associated is true and correct.

14. INDEMNIFICATION BY CUSTOMER – Customer shall defend, indemnify and hold harmless VectorNav and its directors, employees, officers, managers, agents, successors and assigns (each, an "Indemnitee") from and against any and all damages, losses, liabilities, costs, expenses, penalties, judgments, settlements, claims, or causes of action including reasonable attorneys' fees and disbursements, professional fees, and court costs actually incurred by an Indemnitee as a result of, arising out of, or in connection with: (i) any breach by Customer of any representation, warranty, or other obligation of Customer under these Terms and Conditions; (ii) death or bodily injury to any person or destruction or damage to property arising out of Customer's misuse of any Product; and (iii) any gross negligence or willful misconduct by Customer or its affiliates, or their respective directors, officers, employees, or agents.

15. FORCE MAJEURE – VectorNav will not be liable for any failure to perform due to unforeseen circumstances or causes beyond VectorNav's reasonable control, including, but not limited to, natural disasters, war, terrorism, riot, embargoes, government acts, delay in delivery or inability to deliver by

VectorNav's vendors due to vendor force majeure, fire, flood, accident, strikes, or inability to secure transportation, fuel, or energy. In the event of force majeure, VectorNav's time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

16.     EXPORT LAWS – The Products are subject to control under the U.S. Export Administration Regulations and other applicable U.S. export control laws and regulations. Customer agrees that it will not export, reexport or transfer the Products via any means to any prohibited destination, entity or individual without the required export license(s) or authorization(s) from the U.S. Government. VectorNav reserves the right not to ship the Products ordered if, at any time, VectorNav believes that such shipment may violate U.S. export control laws.

17.     CHOICE OF LAW; VENUE – This document and any purchases of VectorNav Products covered by it shall be governed by the laws of the state of Texas, U.S.A., without regard to conflicts of laws rules. Any legal action related to these Terms and Conditions and any purchases of VectorNav Products covered by it shall be brought in the courts of the state of Texas or in the U.S. District Courts situated in the City of Dallas and County of Dallas.  The parties hereby (i) consent to the exclusive jurisdiction of such courts in any such legal action, (ii) agree that service of process in any such action shall be effected in accordance with the statutes of the state of Texas, as appropriate, and (iii) waive any objections either party may now or hereafter have to the venue of any such legal actions in such courts.

18.     SURVIVAL – Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms and Conditions, including, but not limited to, the following sections: 2 (Limited Warranty), 8 (Confidential Information), 14 (Indemnification by Customer), 17 (Choice of Law; Venue), 18 (Survival), and 19 (Other).

19.     OTHER – These Terms and Conditions may not be superseded, cancelled, modified, or amended except in a writing signed by an officer of each party. No other act, document, usage, or custom will be deemed to supersede, cancel, modify or amend these Terms and Conditions. If any provision of these Terms and Conditions are determined to be invalid, illegal, or unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties and the remaining provisions will remain in full force and effect.

**[Version Dated: August 2018; Document Number: 14-0003-R2]**