

ID Technologies, LLC Terms of Sale

1. DEFINITIONS

- (1) "Seller," as used herein, shall mean ID Technologies, LLC (IDT) and all its subsidiary and affiliate companies.
- (2) "Buyer," as used herein, shall mean (as applicable) the entity or person purchasing item(s) from Seller hereunder designated on a contract or Purchase Order.
- (3) "Product" as used herein shall mean any item on a contract or purchase order to which these terms apply.
- (4) "End Customer" as used herein shall mean ultimate end user for whom Buyer is procuring the Product.
- (5) "Licensor", as used herein shall mean any third party whose licensed intellectual property is included in Seller's Product.
- (6) "Purchase Order", as used herein, is the contract or purchase order by which Buyer ordered Product from Seller.
- (7) "OEM" as used herein, shall mean Original Equipment Manufacturer which is the original manufacturer/developer of any Products resold hereunder.

2. Applicability and Entire Agreement

By accepting in writing the Purchase Order referencing this document, Seller and Buyer agree that the following terms and conditions (Terms) apply to the Product ordered from Seller. These Terms are the only terms which govern the sale of the Product by Seller to Buyer. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Product covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

The accompanying Purchase Order and these Terms (collectively, this Agreement) 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, except that any assumptions or specific conditions specified in Seller's quote for this effort are also hereby expressly incorporated by reference. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Seller's failure to object to additional or different terms contained in any order or

communication from Buyer will not constitute an acceptance of such terms.

3. Delivery

Unless otherwise agreed by Buyer and Seller, Product shall be shipped FOB Origin to the location Buyer designates ("Delivery Point"); title and risk of loss pass to Buyer upon shipment. Buyer shall be deemed to have accepted Product unless it notifies Seller of any Nonconforming Product, and its basis for determining the Product is nonconforming, in writing within three (3) calendar days of delivery. "Nonconforming Product" means only the following: (i) product shipped is different than the Product identified in Buyer's purchase order; or (ii) the delivered product's label or packaging incorrectly identifies its contents. If products are being delivered to a non-US person or location, the delivery timeline (days ARO) shall not commence until all export licenses have been granted by the United States Department of State or Department of Commerce as required.

If Buyer timely notifies Seller of the Nonconforming Product, Seller shall, in its sole discretion, (i) replace such Nonconforming Product with conforming Product, or (ii) credit or refund the Price for such Nonconforming Product, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Product to Seller's facility at the address specified by Seller. If Seller exercises its option to replace Nonconforming Product, Seller shall, after receiving Buyer's shipment of the Nonconforming Product, ship to Buyer, at Buyer's expense and risk of loss, the Product to the Delivery Point.

If for any reason Buyer, or End Customer if Seller agrees to deliver directly to End Customer at Buyer's request, fails to accept delivery of any of the Product on the date fixed pursuant to Seller's notice that the Product has been delivered at the Delivery Point, or if Seller is unable to deliver the Product at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Product shall pass to Buyer; (ii) the Product shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Product until Buyer picks it up, whereupon Buyer shall be liable for all related costs and

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expenses (including, without limitation, storage and insurance).

If Seller agrees to deliver directly to End Customer at Buyer's request, Seller shall transfer title to the Product to the End Customer upon shipment, but risk of loss transfers to Buyer upon shipment.

4. Intellectual Property

All designs, specifications, software, documentation, and other intellectual property ("Intellectual Property") remain the sole and exclusive property of Seller or OEM Licensor. Seller hereby grants to Buyer a limited, worldwide, non-exclusive, non-sublicensable and non-transferable (except to the End Customer) license to (i) install Product for use by Buyer, (ii) use in accordance with any associated user manual or documentation provided by Seller or the OEM, if any ("Documentation"), and (iii) make a reasonable number of copies of the Documentation, all in support of Buyer's and/or End Customer's internal business activities only. Buyer acknowledges that Buyer and End Customer have no right to receive, use or examine any source code or design documentation relating to the Product's software components, unless expressly set forth in any accompanying purchase order, task order, or agreement.

Seller or OEM retains the intellectual property rights to all aspects of the Product in perpetuity and reserves any rights not expressly granted herein. In the event of a conflict, perceived or real, between proposal and/or contract language and these Terms pertaining to intellectual property rights, these Terms shall prevail.

5. Acceptable Use

The Product shall be used only for its intended purpose and in accordance with all OEM instructions and specifications. The Product is not to be used in combination with any other product(s) except those which Seller or OEM has expressly identified as intended to be used in conjunction with the Product.

The Product contains valuable trade secrets and confidential information of Seller and the OEM. Buyer and End Customer shall not alter, modify, adapt, create derivative works of, translate, deface, or Reverse Engineer the Product or any Product component, including but not limited to software, or any content, made available to Buyer and End Customer, in whole or in part, or permit, acquiesce, authorize or encourage

any other entity or person to do so. "Reverse Engineer" means any act of reverse engineering, translating, disassembling, decompiling, decrypting or deconstructing hardware, software (including interfaces, protocols, and any data included in or used in conjunction with programs that may or may not technically be considered software code), data, or services or any method or process of obtaining or converting any information, data or software from one form into a human-readable form.

6. Non-Disclosure

All Product designs, documentation, software, source code, and specifications are considered proprietary to and trade secrets of Seller or OEM and are to be protected as such. Buyer and End Customer shall protect such information with, at a minimum, the same degree of care with which they protect their own proprietary and trade secret information, but in no case less than a reasonable degree of care.

7. Payment

Payment terms are NET thirty (30) days unless otherwise agreed to in writing by Seller. All late payments will be subject to interest of two percent (2%), compounded monthly on any outstanding amount of principal and interest, or the maximum allowed by law, whichever is less.

8. Compliance with Laws

Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to use the Product(s) and/or carry out its obligations under this Agreement. Buyer agrees to indemnify Seller against any claim, loss, cost, liability, or damage by reason of Buyer's or, if applicable, End Customer's violation of any applicable law, executive order, or regulation.

9. Export Control

Buyer understands that Product may be subject to U.S. export control and economic sanctions laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and the economic sanctions regulations of the U.S. Department of Treasury Office of Foreign Assets Control (OFAC).

Buyer is solely responsible for compliance with all

applicable export control and economic sanctions laws, including without limitation export and import laws of the United States and other countries. Buyer assumes sole responsibility for obtaining all licenses, submitting all reports, and performing all other compliance activities required to export, re-export, or re-transfer the Product. Seller makes no representation or warranty as to the accuracy or reliability of any provided export control classifications.

10. Indemnification

Seller will defend or settle, at its own expense, any claim or suit against Buyer or End Customer alleging that Buyer's or End Customer's use of a Product infringes any United States patent, trademark, copyright, or trade secret. Seller will also pay all damages and costs that by final judgment may be assessed against Buyer due to such infringement.

Seller's obligation as set forth in this provision is expressly conditioned upon the following: (1) that Seller shall be notified promptly in writing by Buyer of any claim or suit; (2) that Seller shall have sole control of the defense or settlement of any claim or suit; (3) that Buyer shall cooperate with Seller in a reasonable way to facilitate the settlement or defense of any claim or suit; and (4) that the claim or suit does not arise from Buyer modification, or from combinations of products provided by Seller with products provided by Buyer or others.

If any Seller Products become, or in Seller's opinion are likely to become, the subject of a claim of infringement, Seller will have the option to: (1) procure for Customer the right to continue using the applicable product; (2) replace the product with a non-infringing product substantially complying with the Products' specifications; (3) modify the Product so it becomes non-infringing and performs in a substantially similar manner to the original Product. Upon failure of the foregoing, Seller will refund the purchase price or license fee less a reasonable allowance for use.

Seller shall have no obligations or liability under this Indemnification provision to the extent that any claim is based upon or arises out of: (i) any modification or alteration to the Product not made by or on behalf of Seller; (ii) any modification or alteration to the Product made by Seller at Buyer's request; (iii) any combination

or use of the Product with equipment, software, services, products or systems not provided by Seller; (iv) Buyer's or End Customer's continued use of any allegedly infringing Product after being notified; (v) where applicable, Buyer's or End Customer's failure to use software updates or upgrades Seller has made available; or (vi) use of the Product other than in accordance with the applicable Documentation or outside the scope of these Terms and Conditions and any other applicable agreement.

THE REMEDIES SET FORTH IN THIS INDEMNIFICATION PROVISION CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDIES, AND SELLER'S ENTIRE LIABILITY, WITH RESPECT TO INFRINGEMENT OR VIOLATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

11. Limitation of Liability

IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY WORK OR SERVICES THEREUNDER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL FEES PAID TO SELLER FOR THE PRODUCT. THIS LIMITATION OF LIABILITY ABOVE SHALL NOT APPLY TO (i) LIABILITY RESULTING FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (ii) DEATH OR BODILY INJURY RESULTING FROM SELLER'S ACTS OR OMISSIONS. ANY ACTION OR PROCEEDING AGAINST SELLER MUST BE BROUGHT WITHIN 24 MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND ARISING OUT OF, RELATED TO, OR CONNECTED WITH THE PRODUCT IN ANY WAY (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS), UNDER ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT, OR BREACH OF STATUTORY DUTY), EVEN IF SELLER, BUYER, OR END CUSTOMER IS INFORMED IN ADVANCE OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH

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DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THIS PARAGRAPH SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.

SELLER SHALL HAVE NO LIABILITY FOR DELAYS, FAILURES OR LOSSES ATTRIBUTABLE OR RELATED, IN ANY WAY, TO ANY THIRD-PARTY APPLICATION OR SERVICES. THE FOREGOING LIMITATIONS OF LIABILITY AND EXCLUSIONS OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF ANY REMEDIES PROVIDED. THESE LIMITATIONS AND EXCLUSIONS ARE REFLECTED IN THE PRICING OF THE PRODUCT, AND THEY REPRESENT AN AGREED ALLOCATION OF RISK BETWEEN THE PARTIES AND ARE AN ESSENTIAL PART OF THIS AGREEMENT.

12. Warranty

(a) The warranty, if any, shall be in accordance with the specific Product OEM standard warranty or with the specific written terms provided in the scope of work or Purchase Order.

(b) The warranty shall convey to any End Customer but will be deemed to have started as of the date of Product delivery, whether that be to Buyer or End Customer.

(c) Without limitation, no representation or warranty is made orally or through any course of performance, course of dealing, or usage of trade, or through any advertising, brochures, catalogs, websites, promotional materials, quotations, proposals, documentation, packaging, or other descriptive literature or communications, and that no such matter will be used to modify, interpret, supplement, add to, or alter in any way the terms and conditions of this Agreement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT AND SELLER EXPRESSLY DISCLAIMS, AND BUYER EXPRESSLY WAIVES, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, OR ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, CUSTOM OR TRADE USAGE, OR OTHERWISE, AND WHETHER RELATING TO COMPATIBILITY, SECURITY, AND/OR FREEDOM FROM VIRUSES, OR ANY OTHER WARRANTY, AND SPECIFICALLY, SELLER MAKES NO WARRANTY OF NON-INFRINGEMENT, SATISFACTORY QUALITY, TITLE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(d) Seller shall not be liable for a breach of the warranty if: (i) Buyer makes any further use of the Product after

discovering a defect; (ii) Buyer does not notify Seller immediately upon discovery of the defect, (iii) the defect arises because Buyer failed to follow Seller's or OEM's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Product; or (iv) Buyer alters or repairs the Product without the prior written consent of Seller.

(e) Subject to the foregoing, with respect to any such defective Product, Seller or OEM shall, in its sole discretion, either: (i) repair or replace the Product (or the defective part) or (ii) credit or refund the price of the Product at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Product to Seller.

THE REMEDIES SET FORTH IN SECTION 11(e) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11.

13. Force Majeure

Except with respect to payment obligations under this Agreement, no party shall be liable for, nor shall such party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement as a result of a cause beyond its reasonable control, including any act of God or a public enemy or terrorist, epidemic, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, cyberattacks, or any other cause, circumstance, or condition, whether similar or dissimilar to any of the foregoing, and whether preexisting or supervening, which could not have been prevented by such party with reasonable care (each, a "Force Majeure Event"). To the extent failure or delay in performance is caused by a Force Majeure Event, Seller shall be excused from performance under this Agreement for so long as such circumstance continues to prevent performance. As soon as practical after the occurrence of a Force Majeure Event, Seller shall notify Buyer of its occurrence.

14. Taxes

Prices charged do not include any taxes, use, or duty fees. Accordingly, any tax, use, duty fee or related charge which Seller shall be required to pay or collect for any Government with respect to any item ordered

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hereunder, shall be billed to Buyer as a separate item and paid by Buyer, unless a valid exemption certificate is applicable and presented by Buyer to Seller.

15. Amendment

No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized officer of Seller and Buyer.

16. Severability and Non-Waiver

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unlawful, void, unenforceable or invalid, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s) and all other provisions of this Agreement shall remain in full force and effect and enforceable.

No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. Failure by Seller to strictly enforce, and any delay by Seller in enforcing, at any given time, any provision of these terms shall not be deemed a waiver of that or any other term herein by Seller.

17. Governing Law and Disputes

Except as agreed in writing and permitted by law, this Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Any dispute arising out of or relating to this Agreement shall be resolved in the federal courts of the United States of America or the courts of the Commonwealth of Virginia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

18. Termination

This Agreement may be terminated by Seller at any time for (i) breach by Buyer or End Customer or (ii) insolvency of Buyer prior to shipment. Upon termination, all rights and licenses granted to Buyer hereunder shall automatically terminate without notice and such rights and licenses shall immediately revert to Seller. Upon notice from Seller following termination of this Agreement, Buyer agrees to cease all use of the Product and to immediately return it. Termination is not an exclusive remedy and all other remedies will be available to Seller whether or not this Agreement is terminated.

19. Public Announcement

Any news release, public announcement, advertisement, or publicity proposed to be released by Buyer or End Customer concerning the Product requires Seller's written approval prior to release.

20. Assignment

Except as otherwise specified herein, Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

21. Survival of Terms

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination of this Agreement including, but not limited to: 4 (Intellectual Property), 5 (Acceptable Use), 6 (Non-Disclosure), 7 (Compliance with Laws), 8 (Export Control), and 16 (Governing Law and Disputes).