

SATORI TECHNOLOGY LIMITED TERMS AND CONDITIONS OF SALE AND SERVICE

These Terms and Conditions of Sale and Service ("Terms") govern the sale of Products and Support and the license of Software by Satori Technology Limited ("Satori").

1. DEFINITIONS

- a) "Customer's Personal Data" means any information relating to the Customer if he/she can be identified from it or any other information in Satori's possession.
- b) "Delivery" means the date when Satori ships the Product(s) to the Customer's or Customer's representative's address.
- c) "Product(s)" means any hardware sold or Software licensed under these Terms. "Custom Products" means Products manufactured or configured to meet Customer requirements.
- d) "Software" means one or more computer programs in object code format, whether stand-alone or bundled with other Products, and related documentation provided to Customer under these Terms.
- e) "Specification(s)" means specific technical information about Products, which is published by Satori in effect on the date Satori ships Customer's order. While every effort is made to ensure that the product specification(s) and description as published by Satori are accurate, as manufacturers, we add and remove functionality in the products and software by means of ongoing development. There may be a delay before the product specification(s) and description are updated.
- f) "Support" means any standard service such as hardware maintenance calibration and repair; Software updates and maintenance; or education and training. "Custom Support" means Support adapted to meet Customer requirements.

2. PRICES

- a) Unless otherwise indicated on the quotation, prices do not include shipping and handling charges. Prices are valid for the period indicated on the quotation or for a period of 30 days whichever is the greater. Support prices, except for prepaid and Custom Support, may be changed by Satori.
- b) Prices exclude any sales, value added or similar tax which will be payable by Customer in addition to the purchase price if applicable. If exemption from taxes is claimed, Customer must provide a certificate of exemption.

3. ORDERS, CANCELLATIONS AND RETURNS

- a) All orders are subject to acceptance by Satori. Product orders must specify Delivery within three (3) months from order date. An estimated date for delivery will be indicated at the time of placing of an order. Satori may require payment of a deposit in certain circumstances at their discretion.
- b) Customer may cancel orders for Products (except Custom Products) prior to shipment. In the event a deposit is paid this will be refundable only to the extent that it has not been utilised for the purchase of materials and subject to a 20% deduction in respect of administration. Cancellation of orders or rescheduling shipment for Custom Products will be subject to Satori's approval. Cancellation of a Support order will be subject to applicable charges. Information regarding applicable Support cancellation charges is available upon request.
- c) Product returns will be subject to Satori's approval and return/refurbishment charges.

4. SHIPMENT AND RISK OF LOSS

- a) Satori will make reasonable efforts to keep any delivery date, however time of delivery shall not be of the essence and Satori shall not be liable for any losses, costs, damages or expenses incurred by the Customer or any other person or Company arising directly or indirectly out of any failure to meet any agreed or estimated delivery date. If Satori is unable to meet Customer's Delivery and shipment requirements within a reasonable period after any agreed or estimated delivery date, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order.
- b) Risk of loss and damage will pass to Customer at the date of delivery.

5. INSTALLATION AND ACCEPTANCE

a) For Products with installation included in the purchase price, acceptance by Customer occurs upon completion of installation by Satori. Installation is complete when the Product passes Satori's installation and test procedures. For Products without installation included in the purchase price, acceptance by Customer occurs upon Delivery.

b) If Customer schedules or delays installation by Satori more than thirty (30) days after Delivery, Customer acceptance of the Product(s) will occur on the thirty-first (31st) day after Delivery.

6. PAYMENT AND TITLE

a) Payment terms are subject to Satori credit approval. It is an essential condition that payment of the purchase price, less the deposit if appropriate, will be due 30 days after the date of Delivery. Invoices for contractual Support will be issued in advance of the Support period. Satori may change credit or payment terms at any time should Customer's financial condition or previous payment record so warrant.

b) Satori may discontinue performance if Customer fails to pay any sum due, or fails to perform under this or any other Satori agreement.

c) Title to hardware Products will pass upon receipt of full payment of all sums due for all Products supplied to Customer.

7. WARRANTY

a) The warranty period begins on the day of shipping. Customer may receive a different warranty when the Product is purchased as part of a system.

b) Satori warrants Satori hardware Products against defects in materials and workmanship for a period of twelve (12) months from the date of delivery and further warrants that such Products conform to Specifications.

c) Satori warrants that Software will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on the hardware designated by Satori. Satori further warrants that Satori owned standard Software will substantially conform to Specifications. Satori does not warrant that Software will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer.

d) Satori does not warrant that the operation of Products will be uninterrupted or error free.

e) If Satori receives notice of defects or non-conformance as defined in Clauses 7(c) and 7(d) during the warranty period, Satori will, at its option, repair or replace the affected Product(s). Satori will refund the cost of postage and packaging to the Customer if the goods are in fact defective. Satori will pay expenses for shipment of repaired or replacement Product(s). If Satori is unable, within a reasonable time, to repair or replace the affected Product(s), Customer will be entitled to a refund of the purchase price upon prompt return of the Product(s) to Satori.

f) Satori warrants that Satori Support will be provided in a professional and workmanlike manner. For ninety (90) days from the date of repair, Satori will replace, at no charge, defective parts used in Satori's repair of Products. Some newly manufactured Satori Products may contain and Satori Support may use remanufactured parts, which are equivalent to new in performance.

g) Customer's Product warranty is non transferable.

h) Satori reserves the right to invalidate Customer's warranty for Products with an on-site warranty, or Products that have been installed by Satori, in the event Customer relocates such Products. Customer's warranty for such Products may be reinstated provided Satori verifies, at Customer's expense, that such Products are in good operating condition.

i) The above warranties do not cover defects resulting from improper use or inadequate, maintenance, installation, repair or calibration performed by Customer or a third party not authorized by Satori; Customer or third party supplied hardware or software, interfacing or supplies; unauthorized modification; improper use or operation outside of the Specifications for the Product; abuse, negligence, accident, loss or damage in transit; or improper site preparation.

j) THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. SATORI SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. SUPPORT

a) Customer may order Support from Satori's current Support offering as available. Orders for Support are also subject to the Product specific Support terms and the terms indicated on the quotation.

- b) To be eligible for a Support agreement, Products must be at current specified revision levels and may require Satori's certification, at Customer's expense, that products are, in good operating condition.
- c) Product relocation may result in additional Support charges and modified service response times. Support of Products moved to another location is subject to availability.
- d) Customer is responsible for removing any products not eligible for Support to enable Satori to perform Support services. Additional charges, computed at Satori's standard rates, may be incurred for any extra work caused by such products.
- e) Support does not cover any damage, defects or failures caused by:
- 1) use of non-Satori media, supplies and other products;
 - 2) site conditions that do not conform to Satori's site specifications; or
 - 3) neglect, improper use, fire or water damage, electrical disturbances, transportation, work, or modification by non Satori employees or subcontractors, or other causes beyond Satori's control.
- f) Customer is responsible for maintaining a procedure external to the Products to reconstruct lost or altered Customer files, data or programs. Customer will have a representative present when Satori provides Support services at Customer's site. Customer will notify Satori if Products are being used in an environment, which poses a potential health hazard to Satori employees or subcontractors. Satori may require Customer to maintain such Products under Satori supervision. Additional return to Satori Support coverage may be purchased at the time of Product purchase and such coverage will be honoured by any Satori authorized repair centre. Additional on-site Support coverage may be purchased and such coverage will be limited to the country in which the additional coverage was purchased.
- g) Subject to Clause 3(b) above, Customer may delete Products under a Support agreement or may cancel a Support agreement upon sixty (60) days written notice. Upon sixty (60) days written notice, Satori may delete Products no longer included in Satori's Support offering or may cancel a Support agreement.

9. LICENSES

- a) Satori grants to the Customer a, worldwide, exclusive license to use the Software for internal purposes in accordance with the documentation provided with the Software. Such documentation may include license terms provided by Satori and Satori's third party suppliers, which will apply to the use of the Software and take precedence over these license terms. In the absence of documentation specifying the applicable license, Customer is granted the right to use one copy of the Software on one machine or instrument, or as otherwise indicated on the quotation.
- b) Customer's Software license is non transferable.
- c) The Software is owned and copyrighted by Satori or its third party suppliers. Satori and its third party suppliers retain all right, title and interest in the Software. Third party suppliers may protect their rights in the Software in the event of any violation of these license terms.
- d) Customer will not disassemble or otherwise modify the Software without written authorization from Satori, except as permitted by law. Customer may not copy the Software onto any public or distributed network.
- e) Satori may terminate Customer's license upon notice for breach of these license terms. Customer must destroy all copies of the Software immediately upon notice of termination.

10. INTELLECTUAL PROPERTY CLAIMS

Satori shall have no obligation for any claim of infringement arising from:

- 1) Satori's compliance with, or use of, Customer's designs, specifications, instructions or technical information;
- 2) Product modifications by Customer or a third party;
- 3) Product use prohibited by Specifications or related application notes; or
- 4) Use of the Product with products not supplied by Satori.

11. LIMITATION OF LIABILITY AND REMEDIES

- a) Satori's liability arising out of or in connection with these Terms whether in contract or delict (including in each case negligence) or otherwise howsoever shall be limited to:
- 1) the repayment to Customer of the purchase price of any Product if despite using reasonable efforts, Satori is unable to make the Product comply with its warranty, and the Product is substantially unusable and providing the Customer returns the said Product to Satori;
 - 2) repair or replacement of the Products themselves as set out in Clause 7 and subject to the limitations set out therein;
 - 3) Satori shall not be liable in respect of any other direct or indirect losses suffered by the Customer arising out of or in connection with the Products supplied under this Agreement.

b) In no event will Satori or its affiliates, subcontractors or suppliers be liable for any of the following:

- 1) loss or damage other than that specified in Clause 11 a);
- 2) damages for the loss or corruption of data and/or undertaking the restoration of data or software restoration;
- 3) any damage relating to the procurement by Customer of any substitute goods or services (i.e., "cost of cover"); or
- 4) loss of actual or anticipated profits, loss of goodwill, loss of business, loss of anticipated savings, loss of revenue, loss of data, loss of products or, without limitation, for special, indirect or consequential loss and damage whether arising out of the supply functioning or use of the Products or any other obligations assumed by Satori under this Agreement or any order, and whether arising in contract or delict, including in each case negligence, or otherwise howsoever and whether or not Customer has advised Satori of the possibility of such loss.

c) Nothing in this Agreement shall apply so as to exclude or restrict liability in respect of death or personal injury resulting from negligence. The statutory rights of consumers are not affected.

d) **The remedies in these Terms are the Customer's sole and exclusive remedies.**

12. GENERAL

a) Satori will not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.

b) In the event Satori is prevented from carrying out its obligations as a result of any cause beyond its control such as but not limited to Acts of God, War, Civil disturbance, Terrorism, Strikes, Lock-outs, Flood, Fire and Failure of third parties to deliver goods, Satori shall be relieved of its obligations and liabilities for as long as such fulfilment is prevented.

c) Customer may not assign or transfer a Support Agreement without Satori's prior written consent. Any attempted assignment or transfer without such consent will be void. As conditions to such consent; (i) the assignee or transferee must agree in writing to the applicable Satori Support terms; (ii) Satori may require that all Products included within a Support agreement are in good operating condition; and (iii) Satori may impose applicable charges in connection with the assignment or transfer. Customer may not assume a Support agreement in connection with any bankruptcy proceedings without Satori's written consent.

d) If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned or suffers or commits any similar action, the other party may cancel any unfulfilled obligations.

e) Satori will store and use any of the Customer's Personal Data in accordance with Satori's privacy practices, which are available upon request or from www.satori-technology.com – Privacy Statement. Satori will not sell, rent or lease Customer's Personal Data to others. Customer agrees that Satori may forward Customer's Personal Data to other Satori entities or business partners (including agents, resellers and subcontractors) solely to conduct business activities, including communication with third parties (such as the handling of orders, advertising campaigns or market research). Customer agrees that Satori and its entities may store and use Customer's Personal Data in all countries where Satori and its entities do business. Customer represents and Satori acknowledges Customer's representation that consent from individual data subjects has been obtained or is not needed.

f) Customer who exports, re-exports, transfers or imports Products, technology or technical data purchased hereunder, assumes responsibility for complying with applicable U.S., and other laws and regulations, and for obtaining required export and import authorizations. Customer will comply with U.S., European Union and other laws and regulations prohibiting transfers, exports and re-exports to certain end-users and destinations or for certain end-uses, unless written authorization is obtained from the appropriate government. Satori may suspend performance if Customer is in violation of applicable laws or regulations.

g) Disputes arising in connection with these Terms will be governed by the law of Scotland and the Scottish Courts will have exclusive jurisdiction, except that Satori may, at its own option, bring an action for payment or delivery or collection in the country where the Customer is located.

h) Provisions herein which by their nature extend beyond the termination of any sale or license of Products or Support will remain in effect until fulfilled.

i) Neither party's failure to exercise any of its rights under these Terms will be deemed a waiver or forfeiture of those rights.

j) To the extent that any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.

k) The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.

l) Resale by Customer for the benefit of the U.S. Federal Government is prohibited under these Terms.

m) Products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance or direct operation of a nuclear facility. Customer is solely liable if Products or Support purchased by Customer are used for these applications. Customer will indemnify and hold Satori harmless from all loss, damage, expense or liability in connection with such use.

n) These Terms constitute the entire agreement between Satori and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply. Customer's purchase or license of Products and Support will constitute Customer's acceptance of these Terms, which may not be changed except by an amendment signed by an authorized representative of each party.