



GENERAL TERMS AND CONDITIONS

ALL THE PROVISIONS OF THESE GENERAL TERMS AND CONDITIONS ("TERMS") SHALL APPLY BETWEEN IDENITEC SOLUTIONS, INC., A DELAWARE CORPORATION, WHOSE REGISTERED ADDRESS IS 5057 KELLER SPRINGS RD., SUITE 300, ADDISON, TEXAS 75252, USA AND ITS CUSTOMERS. THE CONDITIONS CONTAINED HEREIN SHALL TAKE PRECEDENCE OVER ANY OTHER CONDITIONS, AND NO CONTRARY, ADDITIONAL OR DIFFERENT PROVISIONS OR CONDITIONS SHALL BE BINDING ON BOTH PARTIES UNLESS EXPRESSLY ACCEPTED BY BOTH PARTIES IN WRITING. IN THE EVENT OF ANY POSSIBLE CONFLICTS BETWEEN THESE TERMS AND AN AGREEMENT OR ANY ORDER THAT IS ACCEPTED BY BOTH PARTIES IN WRITING, THE PROVISIONS SET FORTH IN THE AGREEMENT OR ANY ORDER SHALL PREVAIL. ANY AGREED UPON PURCHASE ORDER, WORK ORDER, STATEMENT OF WORK OR OTHER AGREEMENT TO PROVIDE SPECIFIC PRODUCTS AND/OR SERVICES, AS DEFINED BELOW, TOGETHER WITH THESE TERMS, SHALL EXCLUSIVELY GOVERN THE PARTIES' OBLIGATIONS.

1. SCOPE

These Terms shall govern legal transactions between IDENITEC SOLUTIONS Inc. (hereafter "IDENITEC") and its customers (herein "Customer"; IDENITEC and Customer are hereafter collectively referred to as "Parties" and individually as "Party"), namely the delivery of goods (hereafter referred to as "Product"; in connection therewith, in particular, but not limited to, hardware and software, which shall be deemed as Products) and mutatis mutandis, the rendering of services (in connection therewith, in particular, but not limited to, installation, Product training, customer developments and services of any kind shall be deemed as "Service"). By placing a purchase and/or a service order, Customer acknowledges and accepts these Terms to the exclusion of any other terms and conditions not mutually agreed in writing between the Parties. Customer's general terms and conditions of purchase or any other general terms and conditions, if included in its order, offer or acceptance offer to IDENITEC, shall not be applicable, even if they were not rejected explicitly in any individual case by IDENITEC. The delivery of any Products or the rendering of any Service by IDENITEC shall not imply the acceptance of any conflicting provision, in particular Customer's general terms and conditions of purchase or any other general terms and conditions. Any software provided by IDENITEC to Customer shall be governed by IDENITEC's *Software License Agreement* (hereafter referred to as "SLA"; for details of IDENITEC's *Software License Agreement* please visit IDENITEC's website under <https://www.identecsolutions.com/home/archive/>. IDENITEC reserves the right to change the SLA from time to time.

2. SUBMISSION OF OFFERS

- 2.1 Any offer from IDENITEC shall be deemed non-binding unless it has been submitted in writing and has been expressly referred to or marked as being binding.
- 2.2 Tender documents and project documentation provided by IDENITEC may not be duplicated nor made available to third parties without the prior written consent from IDENITEC. They may be claimed back at any time and shall be returned to IDENITEC immediately if the order is placed elsewhere. The foregoing shall also apply with regard to any design documents in terms of clause 13.4 of these Terms.

3. CONCLUSION OF CONTRACT

- 3.1 The contract between IDENITEC and Customer regarding Products (hereafter the "Contract") shall be deemed concluded upon written confirmation by IDENITEC of an order received, or upon dispatch of a delivery. Any such Contract shall incorporate these Terms by reference, which shall exclusively govern the Contract between IDENITEC and Customer.
- 3.2 Any particulars appearing in catalogues, folders etc. as well as any oral or written statements from IDENITEC shall only be binding if IDENITEC makes express reference to them when confirming a purchase order.
- 3.3 Subsequent amendments of, or additions to, the Contract, including these Terms, shall be subject to a written confirmation by the Parties; this also applies to a waiver or the alteration of the aforementioned written form requirement.
- 3.4 Customer warrants and represents that the Products purchased from IDENITEC will exclusively be used for its own business purposes. The commercial resale to or the commercial use of such Products or components hereof by any third party, shall be prohibited unless IDENITEC has given its prior written approval thereto.

- 3.5 Customer may not cancel, terminate or change the Contract with IDENITEC except with the prior written consent of IDENITEC and upon terms that will indemnify IDENITEC for any loss, including but not limited to, lost profit. If IDENITEC consents to or initiates termination of the Contract or termination of an underlying agreement, Customer shall, at Customer's expense, return all delivered Products to IDENITEC, and/or provide written assurance by affidavit that all copies of software and documentation associated with the Products delivered have been destroyed.

4. PRICES

- 4.1 All prices and quantities with regard to Products are quoted ex works or ex IDENITEC's warehouse (EXW Lustenau, Austria in accordance with INCOTERMS 2010). Prices quoted do not include any applicable sales, use, excise, privilege or any similar tax levied by any government, or packing and packaging, loading, disassembly, take-back and proper recycling and disposal of waste electrical and electronic equipment for commercial purposes, or freight, transportation or storage charges, and Customer shall pay any such applicable taxes and charges. Tax exemption certificates, as required by federal, state, or local laws or regulations, must accompany all orders to which the same apply or be on file with IDENITEC. Orders are accepted only at the prices (in US dollars) and on the other terms shown in the accepted order or a similar document executed by a duly authorized officer of IDENITEC, which shall be made part of these Terms and incorporated hereto.
- 4.2 Customer shall be liable for any and all charges, taxes or other duties levied in respect of the delivery. If the terms of delivery include transport to a destination designated by Customer, transport costs as well as the cost of any transport insurance requested by Customer shall be borne by the latter. Delivery does not, however, include unloading and subsequent handling. Packaging materials will be taken back only if so mutually agreed between the Parties in writing.
- 4.3 Prices quoted are subject to change by IDENITEC at any time prior to IDENITEC's acceptance of an order upon notice to Customer. IDENITEC reserves the right to modify prices, if the order placed is not in accordance with the offer submitted.
- 4.4 Prices are based on costs obtained at the time of the first quotation. In the event that the costs have increased by the time of delivery, IDENITEC shall have the right to adjust prices accordingly upon prior notice to Customer.
- 4.5 In carrying out Service orders, IDENITEC shall provide all services deemed expedient and shall charge Customer for the same on the basis of the work input and/or expenditures required. The same applies for any additional services, the expediency of which becomes apparent only as the Service order is executed. In such an event, special notification to Customer, shall not be required.
- 4.6 In addition, expenses for estimates of costs of repair, services and maintenance, or for expert valuations, shall be invoiced to Customer.
- 4.7 Customer shall reimburse IDENITEC all costs and expenses incurred for the type approval of the Products purchased by Customer from IDENITEC, incurred or which may be incurred by IDENITEC with regard to a specific country, including current and/or future costs (e.g. fees).

5. DELIVERY

- 5.1 All deliveries of Products are EXW (ex works) Lustenau, Austria in accordance with INCOTERMS 2010. Upon written request from Customer, all deliveries of Products shall be made via common carrier or some other reasonable means chosen at the sole discretion of IDENTEC; all costs arising out of such deliveries shall be borne by Customer. Delivery is conditional on the timely receipt by IDENTEC of documents necessary for the completion of such order, any down payment, and Customer maintaining credit satisfactory to IDENTEC. Partial or advance deliveries of Products are permissible as detailed in IDENTEC's proposal, in the mutually agreed upon project plan associated with the Products, or as otherwise agreed upon in writing by the Parties. IDENTEC will not be liable for any delay in performance, or in the delivery or shipment of Products, or for any damages suffered by Customer by reason of such delay. IDENTEC may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed, adequate to IDENTEC in its discretion, of Customer's ability to pay. Failure to provide such assurances shall entitle IDENTEC to terminate the Contract with Customer with immediate effect, without further liability or obligation to Customer. IDENTEC shall be entitled to an underdelivery of hardware or components thereof for up to 10% of the ordered hardware quantity.
- 5.2 All delivery dates stated by IDENTEC are based on approximation. The period allowed for the delivery shall commence at the latest on the following dates:
- the date of order confirmation by IDENTEC;
 - the date of fulfillment by Customer of all the conditions, technical, commercial and other, for which Customer is responsible; or
 - the date of receipt by IDENTEC of a deposit or security due before the delivery of the Products in question.
- 5.3 Customer shall obtain whatever licenses or approvals may be required from authorities or third parties for the construction of plant and equipment used in conjunction with the Products. If the granting of such licenses or approvals is delayed for any reason, the delivery period shall be extended accordingly. In the case that IDENTEC does not hold a type approval for the Products as required by applicable law in the designated country (e.g. Customer's premises), the delivery period shall be extended accordingly until such type approval has been granted. IDENTEC shall not be liable for any delay in the delivery of the Products depending on customs clearance at the agreed final destination.
- 5.4 Subject to previous written consent of Customer, IDENTEC shall be entitled to early delivery. If delivery on call is agreed upon, the Products shall be deemed called off, at the latest, one (1) year after the order was placed.
- 5.5 In the case of unforeseeable circumstances or circumstances beyond the Parties control, such as all cases of force majeure, which impede compliance with the agreed period of delivery, the latter shall be extended in any case for the duration of such circumstances; these include, in particular, armed conflicts, official interventions and prohibitions, delays in transport or customs clearance, damages in transit, energy shortage and raw materials scarcity, labor disputes, and default on performance by a major component supplier who is difficult to replace. The aforesaid circumstances shall be deemed to prevail irrespective of whether they affect IDENTEC or its subcontractors and/or sub-suppliers.
- 5.6 If a contractual penalty for default of delivery was agreed upon by the Parties when the Contract was concluded, it shall be executed as follows, and any deviations concerning individual items shall not affect the remaining provisions: Where delay in performance can be shown to have occurred solely through the fault of IDENTEC, Customer may claim for each completed week of delay an indemnity of a maximum of 0.5 %, but in total of no more than five (5) % of the value of that part of the Products to be delivered which cannot be used on account of IDENTEC's failure to deliver an essential part thereof, provided Customer has suffered damage to the aforesaid extent. In any case, a written reminder shall be required from Customer. Assertion of rights of damages exceeding this extent shall be precluded.
- 5.7 IDENTEC shall be entitled to deliver early if Customer has requested a preferred delivery date and such date is prior to the confirmed delivery date; in such a case IDENTEC may not deliver earlier than the requested delivery date.
- 5.8 Customer shall be obligated to provide IDENTEC with all documents required (e.g. import certification) for the import of

the Products into the country designated by the Contract, if applicable, so that the Products will reach the specified destination by the agreed delivery date, or, in the absence thereof, within the standard delivery period. Any delay in providing IDENTEC with the previously mentioned documents caused by Customer, shall extend the agreed delivery period accordingly.

- 5.9 If Customer is in default with any documentary evidence as set forth in this clause 5, or its obligation to cooperate as stated therein, Customer shall be liable and reimburse IDENTEC for any and all consequential costs incurred, for instance, a subsequent collection of VAT/sales tax, as well as any other loss occurred.
- 5.10 IDENTEC shall be entitled to organize any delivery at its sole discretion, whenever appropriate. All costs resulting therefrom shall be borne by Customer.

6. PASSAGE OF RISK AND PLACE OF PERFORMANCE

- 6.1 The delivery of the Products are sold EXW Lustenau (Austria) in accordance with INCOTERMS 2010. Notwithstanding the foregoing, risk in any Product, which is supplied by IDENTEC to Customer, shall pass to Customer when the Product is handed over to the carrier, or usage of the Product by Customer, whatever occurs first. This shall also apply if the costs for delivery, including other costs, are borne by IDENTEC.
- 6.2 For any Service, the place of performance shall be the place indicated in the written order confirmation, secondary to that at which the Service is actually rendered by IDENTEC. The risk in respect of such Service or any part thereof, shall pass to Customer at the time the Service has been rendered.
- 6.3 Notwithstanding clause 6.1, if the delivery is delayed at the request of Customer or where Customer is in default of acceptance, the risk in any Product shall pass to Customer upon the notification of the readiness for dispatch. Storage of the Products shall be performed in the name of Customer and any costs associated herewith shall be borne by Customer.
- 6.4 The Products shall be insured against transport damages by IDENTEC only if so requested by Customer in writing and any costs associated herewith are borne by Customer.

7. PAYMENT TERMS

- 7.1 Customer agrees to make full payment for any Product and/or Service on the following milestones: (i) one third (1/3) of the purchase price at the time Customer receives the order confirmation from IDENTEC, (ii) another one third (1/3) upon the handover of the Products to the carrier, (iii) and the final one third (1/3) upon receipt or use of the Products, whatever occurs first. Irrespective thereof, the value added tax (VAT) or sales tax comprised in the amount of the invoice, shall be paid within thirty (30) days of the date of IDENTEC's invoice. If bankruptcy proceedings are instituted against the assets of Customer or if an application for bankruptcy proceedings is not granted for insufficiency of assets, deliveries shall only be made against cash in advance.
- 7.2 Customer agrees to make full payment of invoices on the basis of the payment milestones set forth in clause 7.1 within thirty (30) days of the date of IDENTEC's invoice. Should Customer's financial condition become unsatisfactory to IDENTEC or should IDENTEC believe there are other grounds for insecurity, IDENTEC reserves the right to require security that is satisfactory to IDENTEC or take other measures in its reasonable business judgment. In addition to other available remedies, a late payment service charge equal to 1.5% per month, or the maximum charge allowed by applicable law, whichever is lower, shall be assessed on all amounts not paid when due.
- 7.3 In any case of part settlements, the individual part payments shall fall due upon receipt of the respective invoice. The same shall apply to amounts invoiced for additional deliveries or resulting from additional agreements beyond the scope of the original Contract, irrespective of the terms of payment agreed upon for the principal delivery.
- 7.4 Payment shall be made without any discount, cost-free, to IDENTEC's domicile in the agreed currency. Drafts and checks shall be accepted on account of payment only, with all interest, fees and charges in connection therewith (such as collection and discounting charges) to be borne by Customer. All payments shall be made in US dollars (\$).
- 7.5 Customer shall not be entitled to withhold or offset any payment on the grounds of any warranty claim or other counterclaim, unless such claim or other counterclaim is undisputed or has been established by a competent court of law.

- 7.6 Payment shall be deemed to have been effective on the date at which the amount in question is at IDENDEC's disposal.
- 7.7 In the event of: (i) Customer's failure to pay for any invoiced Products or Service when due, (ii) Customer fails to meet the terms of payment, (iii) Customer's account becomes otherwise delinquent, (iv) Customer's bankruptcy or insolvency, (v) Customer's breach of the Contract with IDENDEC, IDENDEC may, at its option: (a) terminate the Contract or any or all existing agreements in conjunction therewith; (b) refuse to ship or deliver Products or provide Services under the Contract; and/ or (c) avail itself of any other and further remedies available to it at law or in equity. Customer agrees to pay all cost of collection, including attorney's fees, incurred by IDENDEC.
- 7.8 Discounts or bonuses are subject Customer's complete payment in due time.
- 7.9 IDENDEC retains title to all Products delivered by it until receipt of all amounts invoiced, including interests and charges.
- 7.10 The Parties allow the use of electronic invoicing or PDF invoices.
- 8. LIMITED WARRANTY/ DISCLAIMER/ LIMITATION OF LIABILITY**
- 8.1 Once Customer has complied with the agreed terms of payment, IDENDEC warrants, subject to the conditions hereunder, that at the time of delivery of the Products to Customer or usage of the Products, whatever occurs first, they will conform to IDENDEC's applicable specifications. Each Product shall be deemed accepted after a period of fourteen (14) days following receipt of the respective Product (defined as "Acceptance"). As Customer's exclusive remedy, IDENDEC will use its best efforts to either repair, replace, or refund the purchase price for any Product found by IDENDEC to have been materially nonconforming at the time of receipt if Customer, promptly (however not later than ten (10) days after Customer's discovery of the non-conformity) sets forth in writing to IDENDEC information describing in reasonable detail the alleged defect in the Product, including the Product description, invoice number, shipment date, and such allegedly non-conforming Product is returned and received by IDENDEC, in accordance with IDENDEC's *Hardware Return and Repair Policy* as specified in clause 8.12, and within the warranty period pursuant to clause 8.2. Samples, descriptions, representations, and other information concerning Products contained in IDENDEC catalogues, advertisements, or other promotional materials or statements or representations made by IDENDEC's employees or sales representatives are for general informational purposes only and are not binding upon IDENDEC. No employee or sales representative of IDENDEC shall have any authority whatsoever to establish, expand or otherwise modify IDENDEC's warranty. This limited warranty does not cover normal maintenance or items consumed during normal operation, nor normal wear and tear, misuse, abuse, unauthorized repair or alteration, lack of proper maintenance or damage caused by natural causes such as fire, storm, or flood. IDENDEC shall not be liable for transportation, labor or other charges for adjustments, repairs, replacements of parts, installation, or other work, which may be done upon or in connection with the Products sold. This warranty shall not be deemed to have failed of its essential purpose so long as IDENDEC is willing and able to repair, replace or refund the purchase price on any defective Products in the manner specified. No allowance will be made for repairs made by Customer.
- 8.2 Unless special warranty periods operate for individual items, the warranty period shall be twelve (12) months. The warranty period for software shall be ninety (90) days. These conditions shall also apply to any goods supplied, or services rendered in respect of Products supplied, that are firmly attached to buildings or the ground. The warranty period begins at the point of passage of risk pursuant to clause 6 of these Terms.
- 8.3 The warranty, as set forth in clause 8.1, is subject to the following conditions:
- the warranty is only valid within the country where the Products are purchased;
 - the Products must be correctly installed and operated in accordance to the documentation and instructions given in the user manuals and during the operational and administrative training sessions for the Products, if applicable;
 - the warranty only covers the main unit of the Product, and does not cover any accessories (e.g. batteries);
- the warranty does not cover the damage caused by normal wear and tear, misuse, negligence, accident and natural disaster;
 - the warranty will be rendered invalid if the Products are resold or have been damaged by modifications/repairs by any parties other than IDENDEC. IDENDEC disclaims any liability for incidental or consequential damages;
 - Customer must consult IDENDEC's Support Desk before returning any Product or component hereof, or requesting replacement and/ or repair. IDENDEC is not responsible for any unexpected returns of the Products or components hereof; and
 - Customer and IDENDEC must have signed a valid Support and Maintenance Agreement ("SMA").
- 8.4 For improved or exchanged parts, the warranty period shall be three (3) months commencing at the point of passage of risk pursuant to clause 6.
- 8.5 If the delivery and/or the performance of Services is delayed for reasons outside of IDENDEC's control, the warranty period shall begin two (2) weeks after IDENDEC is ready to deliver and/or perform Services.
- 8.6 The foregoing warranty obligations are conditional upon Customer giving notice to IDENDEC in writing pursuant to clause 8.1, of any defect that has occurred. In cases of doubt, Customer shall prove, within a reasonable period, the presence of a defect, in particular, Customer shall make available to IDENDEC, within a reasonable period, all material and data in Customer's possession.
- 8.7 Any expenses incurred in connection with rectifying defects (e.g. expenses for assembly and disassembly, transport, waste disposal, travel and site-to-quarters time) shall be borne by Customer. For warranty work on Customer's premises, Customer shall make available any assistance, hoisting gear, scaffolding and sundry supplies and incidentals that may be required, free of charge. Replaced parts of any Product shall become the property of IDENDEC.
- 8.8 If any Product or component thereof is manufactured by IDENDEC on the basis of design data, design drawings, models or other specifications supplied by Customer, IDENDEC's warranty shall be restricted to non-compliance with Customer's specifications.
- 8.9 IDENDEC's warranty obligation shall not extend to any defects due to assembly and installation work not undertaken by IDENDEC, inadequate equipment, or due to non-compliance with installation requirements and operating conditions, overloading of parts in excess of the design values stipulated by IDENDEC, negligent or faulty handling or the use of inappropriate materials, improper use, nor for defects attributable to material supplied by Customer. Nor shall IDENDEC be liable for damage due to acts of third parties, atmospheric discharges, excess voltage and chemical influences. IDENDEC's warranty does not cover the replacement of parts subject to natural wear and tear. IDENDEC accepts no warranty for the sale of used Product.
- 8.10 The warranty shall lapse immediately if, without written consent from IDENDEC, Customer or a third party not expressly authorized, undertakes modifications and/or repairs on any Product or components thereof delivered.
- 8.11 In case of any warranty claim, Customer may withhold payments only to a reasonable extent in relation to the defect. Notwithstanding the foregoing, the right to withhold payments shall be excluded if such warranty claim is disputed or is subject to the statute of limitations. If the warranty claim is incorrect, IDENDEC shall be entitled to demand reimbursement of all expenses incurred therewith from Customer.
- 8.12 In respect of any warranty claim under these Terms, Customer must adhere to IDENDEC's "*Hardware Return and Repair Policy*", which shall be incorporated into these Terms by reference (for details please visit IDENDEC's website under <https://www.idendec.com/home/archive/>. IDENDEC reserves the right to change the "*Hardware Return and Repair Policy*" from time to time.
- 8.13 EXCEPT AS HEREIN PROVIDED, IDENDEC SHALL NOT BE LIABLE TO CUSTOMER IN ANY MANNER WITH RESPECT TO THE PRODUCTS OR SERVICES. THE ABOVE ARE LIMITED WARRANTIES AND THEY ARE THE ONLY WARRANTIES MADE BY IDENDEC WITH RESPECT TO THE PRODUCTS AND SERVICES, EXCEPT THAT IDENDEC AGREES TO PASS THROUGH ANY WARRANTIES EXTENDED FOR THIRD PARTY PRODUCTS INCORPORATED INTO THE PRODUCTS, IF ANY. IDENDEC MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTY WITH RESPECT TO THE PRODUCTS

AND SERVICES, EXPRESS OR IMPLIED AND IDENTEC DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS MADE REGARDING THE RESULTS OBTAINED BY THE USE OF THE PRODUCTS AND SERVICES, THAT ALL ERRORS IN THE PRODUCTS WILL BE CORRECTED, OR THAT THE PRODUCTS' FUNCTIONALITY WILL MEET CUSTOMER'S REQUIREMENTS. IN NO EVENT WILL IDENTEC BE LIABLE WITH RESPECT TO ITS OBLIGATIONS UNDER THESE TERMS FOR LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF IDENTEC FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS AND SERVICES. IN NO EVENT WILL IDENTEC HAVE ANY LIABILITY WHATSOEVER UNDER THESE TERMS TO END USERS OR ANY OTHER THIRD PARTIES OR FOR ANY LOSSES CAUSED BY THIRD PARTIES. THE LIMITATION OF LIABILITIES IN THIS CLAUSE SHALL NOT OPERATE TO EXCLUDE OR TO LIMIT IDENTEC'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THE NEGLIGENCE, GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF ITS EMPLOYEES OR AGENTS OR FOR FRAUD. NO ACTION OR PROCEEDINGS UNDER THESE TERMS, REGARDLESS OF FORM, MAY BE COMMENCED BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. CUSTOMER ASSUMES ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS MADE OR ADVICE GIVEN AS A RESULT OF THE USE OF THE PRODUCTS, AND FOR THE SELECTION OF THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS. CUSTOMER AGREES THAT IDENTEC'S LIABILITY IN CONNECTION WITH THE PRODUCTS, WHETHER ARISING IN CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OR ANY OTHER LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO IDENTEC FOR THE NON-CONFORMING PRODUCT. IDENTEC IS NOT AN INSURER WITH REGARD TO THE PERFORMANCE OF THE PRODUCTS. THE LIMITATIONS OF WARRANTIES, LIABILITIES AND REMEDIES ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER TO OBTAIN THE PRODUCTS AT THE SPECIFIED PRICE. CUSTOMER AGREES TO ASSUME THE RISK FOR: (I) ALL LIABILITIES DISCLAIMED BY IDENTEC CONTAINED HEREIN AND (II) ALL ALLEGED DAMAGES IN EXCESS OF THE AMOUNT OF THE REMEDY PROVIDED HEREUNDER. THE ESSENTIAL PURPOSE OF THE LIMITED REMEDY PROVIDED TO CUSTOMER HEREUNDER IS TO ALLOCATE THE RISKS AS PROVIDED ABOVE.

8.14 If contractual penalties are agreed upon, IDENTEC shall not be liable for any claim over and above the same arising from the corresponding titles.

9. SELECTION; APPLICATION; INFRINGEMENT

9.1 Customer shall be solely responsible for proper selection, application, and use of Products, as well as the incorporation/integration of Products into other equipment or systems. Customer shall indemnify and hold IDENTEC harmless from and against any and all damages, liabilities, claims, or expenses (including reasonable attorneys' fees) arising out of or relating to (i) improper selection, application, installation, use or incorporation/integration of Products; (ii) infringement of any patent, trademark, copyright or other third party interest arising out of IDENTEC's compliance with any of Customer's designs, specifications, or instructions; or (iii) violation of any applicable laws or regulations, including but not limited to, US Export Controls laws. If IDENTEC requests, Customer shall defend IDENTEC, at its expense, in any such suit brought against IDENTEC. IDENTEC shall indemnify and hold Customer harmless against any and all damages, costs, judgments, settlements, penalties, reasonable attorneys' fees or other costs or expenses paid or incurred in connection with claims by any party arising from (i) a claim that Customer's authorized use of the Products infringe the patent or other intellectual property right of a third party. Notwithstanding the above, IDENTEC' obligations under this clause 9 shall not apply if and to the extent the claim arises from any of or relates to Customer's intellectual property rights, or any

related breach by Customer of any provision under these Terms or any underlying agreement hereunder.

10. CUSTOMER'S OBLIGATIONS

10.1 Without derogation from any other obligation Customer may have under these Terms, in connection with the Contract or at law, Customer shall:

- a) reasonably cooperate with IDENTEC in all matters relating to the Products purchased from IDENTEC, including any services in conjunction therewith performed by IDENTEC and appoint a single point of contact having an authority to represent Customer in matters related to the Contract;
- b) provide, for IDENTEC, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to Customer's premises, office accommodation, data and other facilities as required by IDENTEC or any of them for the purposes of fulfilling IDENTEC's obligations under the Contract. The foregoing applies only if it is part of the scope, requested in a timely manner and by using agreed communication means, if any;
- c) provide, in a timely manner, such input material or information that IDENTEC needs and other information as IDENTEC may require, and ensure that it is accurate in all material respects;
- d) be responsible (at its own cost) for preparing and maintaining the relevant premises as per all applicable laws, before and during the supply of any Service by IDENTEC or its assignee at those premises;
- e) inform IDENTEC and its assignee of all health and safety rules and regulations and any other reasonable security requirements that apply at Customer's premises;
- f) ensure that all relevant Customer equipment that IDENTEC or its assignee may need to use in fulfilling its obligations under the Contract is in good working order and suitable for the purposes for which it is to be used and conforms to all relevant health and safety standards and requirements;
- g) obtain and maintain all necessary licenses and consents and comply with all applicable legislation in relation to any Services performed by IDENTEC or its assignee in all cases before the date on which such Services are to start;
- h) keep and maintain IDENTEC's or its assignee's equipment (if any) in accordance with IDENTEC's or its assignee's reasonable instructions provided such instructions are supplied prior use of and as notified by IDENTEC from time to time and shall not dispose of or use IDENTEC's or its assignee's equipment other than in accordance with IDENTEC's or its assignee's written instructions or authorization.

11. TERMINATION

11.1 Notwithstanding any other rights given under these Terms, Customer may terminate the Contract only in the event of a delay caused by gross negligence on the part of IDENTEC and only after a reasonable period of grace has elapsed. Any termination shall be made in writing, by registered mail.

11.2 Irrespective of its other rights, IDENTEC may terminate the Contract

- a) if the execution of the delivery of a Product or the inception or continuation of Services to be rendered under the Contract is made impossible for reasons within the responsibility of Customer and if the delay is extended beyond a reasonable period of grace allowed;
- b) if Customer is in breach of these Terms and does not cure such breach within ten (10) days after receiving written notice of such a breach;
- c) if Customer becomes insolvent or undergoes debt proceedings, bankruptcy or settlement of debt proceedings, or winds up or ceases to do business;
- d) if doubts have arisen as to Customer's creditworthiness and if same fails, to make an advance payment upon IDENTEC's request, or to provide adequate security prior to delivery;
- e) if, for reasons mentioned in clause 5.4, the period allowed for delivery is extended by more than half of the period originally agreed or by at least six (6) months; or
- f) if Customer does not or does not properly meet the obligations imposed as per clause 13 of these Terms.

11.3 For reasons stated in clause 11.2, termination of the Contract shall also be possible in respect of any outstanding part of the delivery or Service contracted for.

- 11.4 If bankruptcy proceedings are instituted against Customer or an application for bankruptcy proceedings is not granted for insufficiency of assets, IDENDEC may terminate the Contract with immediate effect. In such case, the termination of the Contract shall take effect immediately upon the decision that the business will not be continued. If the business will be continued, termination of the Contract shall not take effect until six (6) months after the institution of bankruptcy proceedings or after an application for bankruptcy proceedings has not been granted for insufficiency of assets. In any case, the Contract shall be terminated immediately unless the bankruptcy law to which Customer is subject conflicts with this, or if termination of the Contract is necessary to prevent significant damages to IDENDEC.
- 11.5 Without prejudice to IDENDEC's claim for damages, including expenses arising prior to a lawsuit, upon termination of the Contract any open accounts in respect of deliveries made or Services rendered, in whole or in part shall be settled according to Contract. This provision also covers deliveries and/or Services not yet accepted by Customer, as well as any preparatory acts performed by IDENDEC. IDENDEC shall, however, alternatively have the option to require the restitution of the Products already delivered.
- 11.6 Upon any termination of the Contract, (i) all licenses granted to Customer hereunder will expire; and (ii) each Party will promptly return to the other Party (or destroy, and upon request, provide a certificate of destruction signed by a company officer) all Confidential Information of the other Party in such Party's possession. Clauses 5.4, 6.2, 6.3, 7, 8.3, 9, 10, 11, 12, 13, 14, and 15 and any payment obligations of Customer incurred prior to termination or expiration of the Contract will survive such termination or expiration.
- 11.7 Termination of the Contract shall have no consequences other than those stipulated within these Terms.
- 12. FORCE MAJEURE**
- 12.1 Neither Party shall be liable to the other Party for failure to fulfil its obligations when prevented from doing so due to the occurrence of Force Majeure, as hereunder defined, which has been notified in accordance with this clause 12.
- 12.2 For the purpose of the Contract between IDENDEC and Customer, Force Majeure shall mean an external occurrence affecting the rights and obligations of a Party and beyond the control of and not due to the fault, omission or negligence of the Party affected and which said Party could not have foreseen or provided against by exercising due diligence and/or by applying reasonable additional resources and provided these criteria are fulfilled, comprising any of the following events:
- Riot, war invasion, act of foreign enemies, hostilities (whether war is declared or not), acts of terrorism, piracy, civil war, rebellion, revolution, insurrection of military or usurped power;
 - Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel or radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - Epidemics;
 - Earthquake, flood, fire, explosion and/or other natural physical disaster but excluding other weather conditions as such, regardless of severity;
 - Maritime or aviation disasters; or
 - Any government requisition, control or intervention, requirement or interference.
- 12.3 If either Party is prevented from meeting its obligations due to an event of Force Majeure, relief shall only be given if that Party:
- gives written notice to the other Party as soon as reasonably practicable after the commencement of the event or circumstances giving rise to the claim confirming its intention to claim relief under this clause 12 describing the circumstances and nature of the event of Force Majeure and the steps taken or to be taken by the affected party to overcome or reduce the event of Force Majeure and its effects, including an estimate of the time required to remedy the event of Force Majeure; and
 - takes all reasonable steps to overcome or mitigate the impact of the Force Majeure event as soon as possible.
- 12.4 If a Party cannot fulfill its obligations in accordance with the terms of the Contract by reason of an event of Force Majeure of a continuous duration of 90 days, the other Party may terminate the Contract and/or any affected order made under

the Contract and neither Party shall have any further claim against the other, except to the extent that actual delivery has been made hereunder, where Customer shall pay IDENDEC a fair value of the delivered Products and/or Services in accordance with the Contract and as agreed between the Parties or, failing agreement, as determined pursuant to clause 18 (Jurisdiction and governing law / Waiver of Jury Trial).

13. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHTS

- 13.1 Any software embedded into the Products supplied by IDENDEC to Customer under these Terms is licensed to Customer, not sold, and consists of a transfer of technical and/or commercial know-how via documentation, consulting, and/or through configuration of Customer's system. Any Products supplied from IDENDEC to Customer are only for internal use by Customer, and may not be modified (including the removal of IDENDEC's copyright notices, trademarks, logos and the like), enhanced, or transferred to the benefit of a third party (including Customer's affiliates and parent company) without the prior written consent of IDENDEC.
- 13.2 The Products supplied from IDENDEC to Customer under these Terms may include third party hardware. Third party hardware means any hardware that is not proprietary to IDENDEC and was purchased from a hardware vendor by IDENDEC. All such third party hardware is subject to the hardware vendor's hardware warranty only.
- 13.3 Customer shall indemnify IDENDEC and hold IDENDEC harmless for any claim regarding the infringement of intellectual and industrial property rights, if IDENDEC has manufactured a Product pursuant to any design data, design drawings, models or other specifications made available to IDENDEC by Customer.
- 13.4 Design documents such as plans and drawings and other technical specifications, as well as samples, catalogues, prospectuses, pictures, proposals, tender documents as well as any project documentation and the like made available to Customer, shall remain the exclusive intellectual property of IDENDEC or the respective and are subject to the relevant statutory provisions governing reproduction, imitation, competition etc.
- 13.5 Customer shall not, except as permitted pursuant to applicable law not capable of variation by contract, alter, modify, disassemble, decompile, or reverse engineer any Product or software, or components hereof, delivered by IDENDEC, so as to discover the underlying design, logic or source code thereto. Customer may not alter or remove from any Product any of IDENDEC's proprietary, copyright, trademark, patent or trade secret legend. Further, during the term of the Contract, Customer shall not develop or procure from any source any product or software that will perform the same or similar functions as the Product, including any embedded software, sold by IDENDEC.
- 13.6 This clause 13 shall apply accordingly to any of IDENDEC's affiliates and parent company, which owns any of the intellectual and industrial property rights and/or copyrights mentioned therein.
- 14. COMPLIANCE**
- 14.1 Customer shall comply with and shall ensure that Customer will at all times comply with all national or international laws, rules, regulations, orders, conventions, or ordinances in force from time to time which are applicable to the delivery of any Product purchased by Customer from IDENDEC and/or relate to the provision, licensing, approval or certification of such a Product, including but not limited to, those relating to anti-corruption, occupational health and safety, environmental matters, wages, working hours and conditions of employment, discrimination, data protection and privacy.
- 14.2 The Parties acknowledge the existence of UN Resolutions No. 1267/1999, 1333/2000, 1373/2001, 1390/2002 and 1455/2003 and of EU Council Regulation (EC) No. 2580/2001 and Council Regulation (EC) No. 881/2002, in each case as amended from time to time, regarding restrictive measures against certain persons suspected of terrorist activities (the "Anti-terrorism Regulations"). The Parties affirm that they are not connected to, or involved in any direct or indirect activities of any kind whatsoever with, any natural person, company, group and/or entity listed in any Anti-terrorism Regulations. Both Parties undertake to comply with all Anti-terrorism Regulations. With regard to any Product purchased by Customer from IDENDEC, IDENDEC reserves the right to include new anti-terrorism regulations into the Contract from time to time whenever they are officially published by a competent authority or institution. The Parties agree to comply with such new anti-terrorism regulations.

- 14.3 Customer understands and acknowledges that the laws and regulations of Austria, Norway, Germany, the European Union, the United States of America and other applicable countries may restrict the export and re-export of commodities, software and technical data of the respective origin to certain countries. Customer acknowledges and agrees to comply with all applicable local and international export and re-export restrictions and regulations ("Export Controls Laws") with respect to the use of any Product purchased from IDENDEC. Customer agrees to indemnify and hold IDENDEC harmless from any loss, damages, liability or expenses incurred by IDENDEC as a result of Customer's failure to comply with any Export Controls Laws with regard to any Product purchased from IDENDEC.
- 14.4 If necessary for export controls or import purposes, Customer shall provide IDENDEC with all necessary information immediately after being requested to do so, including, but not limited to, information about the final recipient, final destination and the purpose of the Product purchased from IDENDEC.
- 15. ANTI-CORRUPTION**
- 15.1 Without limiting the obligation to comply with applicable laws and regulations in accordance with the Contract, the Parties represent, warrant, covenant and agree that either Party and their officers, directors, employees, agents, representatives and sub-suppliers and their contractors and subcontractors will not, directly or indirectly, in any way that relates to the Contract (i) offer, promise, pay, give, or authorize any financial or other advantage, or anything else of value, to any other person or organization, with the intent to exert improper influence over the recipient, induce the recipient to violate his or her duties, secure an improper advantage, or improperly reward the recipient for past conduct; (ii), offer, promise, pay, give, authorize, request or receive an improper advantage, or accept an offer thereof, in connection with a position, office or assignment; or (iii) request, receive or accept, for the benefit of himself or anyone else, any financial or other advantage, or anything else of value, as an inducement or a reward for violating a duty of loyalty to IDENDEC or Reseller, or improperly performing a function that relates in any way to the Contract or to the Parties.
- 15.2 All financial settlements, billings and reports rendered to a Party from the other Party shall properly reflect the facts about all activities and transactions handled for the account of the other Party.
- 15.3 A Party shall upon the other Party's request, give a written statement to the other Party confirming that it has complied with all requirements of this clause 15.
- 15.4 Customer shall immediately report to IDENDEC any act or omission which would reasonably be a breach of this clause 15. In such instances Customer shall reasonably cooperate with IDENDEC to determine whether such a breach has occurred. Either Party shall also immediately report to the other Party any requests or solicitations for advantages or anything of value as mentioned in clause 15.1.
- 15.5 Both Parties shall ensure their sub-suppliers and their suppliers and sub-suppliers, contractors and subcontractors, if any, comply with the substance of those contained in this clause 15, including any applicable Bribery Legislation provision, for all contracts related to any Product purchased by Customer from IDENDEC. "Bribery Legislation" as aforementioned in this clause 15.5 means the UK Bribery Act 2010, the Foreign Corrupt Practices Act of 1977 of the United States of America (as amended 1988 and 1998), and any and all similar or other anti-bribery and/or anti-corruption legislation and/or codes of practice of any jurisdiction applicable from time to time to the Contract between IDENDEC and Customer.
- 16. CONFIDENTIALITY**
- 16.1 "Confidential Information" for the purpose of the Terms means the information and documentation whether disclosed to or accessed by a Party, including any affiliates and associated companies of that Party, and their directors and employees (collectively hereafter "Group") in writing, orally or otherwise in connection with the Contract, including (i) all information of any Group entity concerning employees, products, services, customers, suppliers, contractors, other third parties conducting business with Group or entities or other technical and commercial matters, (ii) the terms of the Contract, (iii) any information developed by reference to or use of Group entities' information referenced above (iv) any information which is revealed, stated to be or marked as confidential, and (v) any information which according to applicable law is confidential.
- 16.2 All Confidential Information, whether in written, oral or visual form, disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party") in relation to the Contract shall remain the property of the Disclosing Party. Such Confidential Information shall not be given or disclosed to any third party without Disclosing Party's prior written consent and Receiving Party shall only use the Confidential Information for the purposes of the Contract. Receiving Party shall limit internal dissemination of Confidential Information to only those individuals whose duties justify their need to know such information.
- 16.3 The confidentiality obligations of clause 16.2 above do not apply to any information which:
- has passed into the public domain other than by breach of clause 16.2;
 - is already before the date of receipt from the Disclosing Party in the possession of the Receiving Party without restriction as to disclosure;
 - is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - has been independently developed without access to the Confidential Information.
- 16.4 Customer covenants that its employees, subcontractors or advisors will comply with clause 16.2 during the term and after the Contract has ended. Customer shall promptly inform IDENDEC if any Confidential Information has been in possession of Customer prior to its disclosure, such information has become known, or is required to disclose such information by order of court, competent authority or third party. Customer shall be obliged to impose the same confidentiality obligations, as set forth in clause 16.2, to any third party used for the fulfillment of their obligations in conjunction with the Contract.
- 16.5 Customer agrees and acknowledges that IDENDEC may disclose any Confidential Information to, and exchange the same between its subsidiaries, as it deems necessary under the condition that the subsidiary will treat such information as stated under clause 16.2.
- 16.6 In the case of any violation of clause 16.2 made by the Receiving Party, the Receiving Party will be forced to pay to the Disclosing Party liquidated damages in the amount of \$ 25,000.00 (twenty five thousand) without derogating from any other remedy that the Disclosing Party is entitled to under applicable law. Further, each Party acknowledges that a breach of clause 16.2 would result in damages to the Disclosing Party that may not be adequately compensated for by a monetary award alone. Accordingly, each Party agrees that in the event of any such breach then, in addition to any other remedies available at law or otherwise, the Disclosing Party shall be entitled as a matter of right to apply to a court of competent jurisdiction for relief by way of injunction, restraining order, decree or otherwise as may be appropriate to ensure compliance with this clause 16.
- 16.7 IDENDEC shall be allowed to use Customer's name or any commercial relation with Customer, or any of Customer's Group entities for the purpose of advertising or as a reference. Customer may limit or revoke such right at its sole discretion and upon prior written notice to IDENDEC at any time.
- 17. SUPPORT AND MAINTENANCE**
- 17.1 Any support and/or maintenance of the Products supplied by IDENDEC is subject to a separate written support and maintenance agreement (hereafter "SMA") between the Parties.
- 18. JURISDICTION AND GOVERNING LAW / WAIVER OF JURY TRIAL**
- 18.1 All disputes or claims arising out of or in connection with these Terms, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the rules of Arbitration of the New York International Arbitration Center ((NYIAC) "NYIAC Rules"), by one (1) arbitrator appointed in accordance with the said NYIAC Rules. The provisions on expedited proceedings shall be applicable. The governing law of these Terms shall be the substantive law of the US State of New York, USA. The UN Convention on Contracts for the International Sale of Goods (CISG) and any other international convention shall not apply with regard to these Terms, except the UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, USA on June 10, 1958). The seat, or legal place, of arbitration shall be New York, New York, USA. The language to be used in the arbitral proceedings shall be English.

18.2 **BOTH PARTIES EACH WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF THESE TERMS OR OUT OF ANY AGREEMENT, INSTRUMENT OR DOCUMENT DELIVERED, OR WHICH MAY IN THE FUTURE BE DELIVERED, IN CONNECTION HERewith AND AGREE THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BOTH PARTIES REPRESENT THAT THEY HAVE BEEN REPRESENTED IN THE EXECUTION OF THESE TERMS AND THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.**

19. MISCELLANEOUS

- 19.1 Either Party is entitled to assign, subcontract or otherwise transfer its rights and obligations under the Contract in whole or in part to any Group entity or any third party under the conditions that such Party shall, within reasonable time of such assignment, notify and obtain the other Party's consent in writing (such consent not to be unreasonably withheld) hereof and such assignment or transfer will not diminish the other Party's rights under the Contract.
- 19.2 Any of IDEN TEC's Group entities shall be entitled to enforce any provision of these Terms for the benefit of IDEN TEC. Except as stated in clauses 19.1 and 19.2, no provision of these Terms is intended to confer a benefit on, or to be enforceable by any person who is not a Party under these Terms.
- 19.3 Customer shall not, without the prior written consent of IDEN TEC, at any time from the date the Contract became effective to the expiry of twelve (12) months after the termination or expiry of the Contract, solicit or entice away from IDEN TEC or employ or attempt to employ any person who is directly engaged as an employee, consultant, or subcontractor of IDEN TEC. The foregoing limitation shall not apply if IDEN TEC's employee, without any prior solicitation by Customer, (i) seeks employment with Customer, or (ii) responds to Customer's general job posting.
- 19.4 No Party may commence an action under these Terms in the event of a breach, more than one (1) year after the occurrence of the breach, or, in the event the breach is not discovered by the injured Party when it has occurred, more than one (1) year after the breach could, in the exercise of due diligence, have been discovered by such Party.
- 19.5 Waiver of any breach or failure to enforce any clause of these Terms shall not be deemed a waiver of any breach or right to enforce which may thereafter occur.
- 19.6 These Terms, together with any other underlying agreement or order, which shall be incorporated hereto, comprise the entire agreement between the Parties, and supersede all prior representations and agreements, and only with a written signature by an officer of IDEN TEC and Customer.
- 19.7 If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended purpose of the original provision.
- 19.8 Customer agrees that these Terms are reasonable.
- 19.9 Any provision of these Terms or provisions of the Contract between IDEN TEC and Customer, which for any reason require action or forbearance after termination, including but not limited to, provisions of the SLA, clause 1, 6, 7, 8, 9, 14, 16, and 18, shall remain in full force and effect regardless of expiration or termination.
- 19.10 Any required notices pursuant to the Contract shall be sent in writing, by registered mail (return receipt requested), reputable overnight courier, telecopy, email or hand delivery, to the applicable Party's representative at the addresses designated by the Parties.

Valid as of September 1, 2019.