

**STANDARD  
TERMS AND CONDITIONS OF SALE  
APPLYING TO PRODUCTS SOLD BY  
DATAFORTH CORPORATION**

1. **OFFER TERMS.** Dataforth Corporation (“Seller”) hereby offers to sell and deliver its products to you (“Buyer”) in accordance with the terms and conditions hereof. TERMS AND CONDITIONS OF ANY PREVIOUS OFFER OF BUYER ARE HEREBY REJECTED. THIS OFFER IS EXPRESSLY LIMITED TO AND MADE CONDITIONAL UPON THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY OF BUYER’S TERMS AND CONDITIONS WHICH ARE IN ADDITION TO OR DIFFERENT FROM THOSE CONTAINED HEREIN AND WHICH ARE NOT SEPARATELY AGREED TO IN WRITING BY SELLER (EXCEPT ADDITIONAL PROVISIONS SPECIFYING QUALITY AND SHIPPING INSTRUCTIONS) ARE HEREBY REJECTED AND SHALL BE OF NO EFFECT. IF THESE TERMS ARE NOT ACCEPTABLE, BUYER MUST IMMEDIATELY NOTIFY SELLER. BUYER’S PURCHASE AND ACCEPTANCE OF PRODUCTS FROM SELLER CONSTITUTES BUYER’S ASSENT TO AND ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED HEREIN.

2. **ENTIRE AGREEMENT.** This instrument, and any order acknowledgment or agreement signed by Seller into which this instrument is incorporated by reference, if any (collectively, the “Agreement”), contains the entire and only agreement between the parties relating to the subject matter hereof. Seller shall not be bound by any representation, affirmation of fact, and course of prior dealings, promises or conditions in connection therewith or usage of trade not expressly incorporated in this Agreement. No waiver, consent, modification or change of terms herein shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. Failure of Seller to object to provisions contained in any order or other document provided by Buyer shall not be construed as a waiver of the terms and conditions of this Agreement nor an acceptance of any provisions of any such order or other document. The rights and obligations contained in this Agreement shall inure to and be binding upon the parties, their legal representatives, successors and permitted assigns.

**3. WARRANTY.**

a. **General.** Seller warrants that its products furnished under this Agreement will, at the time of delivery, be free from defects in material and workmanship and will conform to Seller’s applicable specifications or, if appropriate, to Buyer’s specifications accepted in writing by Seller. SELLER’S OBLIGATION OR LIABILITY TO BUYER FOR PRODUCTS WHICH DO NOT CONFORM TO THE ABOVE STATED WARRANTY SHALL BE LIMITED TO SELLER, AT SELLER’S SOLE DISCRETION, EITHER REPAIRING, REPLACING, OR REFUNDING THE PURCHASE PRICE OF THE DEFECTIVE PRODUCT(S) PROVIDED THAT WRITTEN NOTICE OF SAID DEFECT IS RECEIVED BY SELLER WITHIN THE TIME PERIODS SET FORTH BELOW:

i. for all software products including licensed programs, thirty (30) days from date of initial delivery;

ii. for all hardware products including complete systems, three (3) years from date of initial delivery;

iii. for all special products under paragraph 4 below, sixty (60) days from date of initial delivery;  
and

further, all products warranted hereunder for which Seller has received timely notice of nonconformance must be returned FOB Seller's plant in Tucson, Arizona USA within thirty (30) days after the expiration of the warranty periods set forth above.

The foregoing warranties shall not apply to any products which Seller determines have, by Buyer or otherwise, been subjected to operating and/or environmental conditions in excess of the maximum value established therefor in the applicable specifications, or any products that have been the subject of mishandling, misuse, misapplication, neglect, improper testing, repair, alteration or damage.

b. **Limitation**. THE PROVISIONS OF THE FOREGOING WARRANTIES EXTEND TO BUYER ONLY AND NOT TO BUYER'S CUSTOMERS OR USERS OF BUYER'S PRODUCTS AND ARE IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. Seller's liability arising out of the production, sale or supply of products or their use or disposition, whether based upon warranty, contract, tort or otherwise, shall not exceed the actual purchase price paid by Buyer for Seller's products. Seller's liability for any claim of any kind shall in no case exceed the obligation or liability specified in this Warranty.

c. **Technical Assistance**. Seller's Warranty as hereinabove set forth shall not be enlarged, diminished or affected by, and no obligation or liability shall arise or grow out of, Seller's rendering of technical advice, facilities or service in connection with Buyer's order of the products furnished hereunder.

d. **Warranty Procedures**. Buyer shall notify Seller of any products which it believes to be defective during the applicable warranty period and which are covered by the Warranty set forth above. Buyer shall not return any products for any reason without the prior authorization of Seller and issuance of a Return Material Authorization ("RMA") number. After issuance of a RMA number, such products shall be promptly returned by Buyer (and in no event later than thirty (30) days after the Warranty expiration date), transportation and insurance prepaid, to the Seller's designated facility for examination and testing. Seller shall either repair or replace any such products found to be so defective and promptly return such products to Buyer, transportation and insurance prepaid. Should Seller's examination and testing not disclose any defect covered by the foregoing Warranty, Seller shall so advise Buyer and dispose of or return the products in accordance with Buyer's instructions and at Buyer's sole expense, and Buyer shall reimburse Seller for testing expenses incurred at Seller's then current repair rates.

e. **Repair Warranty**. Seller warrants its repair work and/or replacement parts for a period of ninety (90) days from receipt by Buyer of the repaired or replaced products or for the remainder of the warranty period for the initial delivery of such order as set forth in paragraph a above, whichever is greater.

f. **Critical Applications**. Certain applications using Seller's products may involve potential risks of death, personal injury, or severe property or environmental damage ("Critical Applications"). SELLER'S PRODUCTS ARE NOT DESIGNED, INTENDED, AUTHORIZED, OR WARRANTED TO BE SUITABLE FOR USE IN LIFE-SUPPORT DEVICES OR SYSTEMS, SAFETY EQUIPMENT, NUCLEAR FACILITY APPLICATIONS OR OTHER CRITICAL APPLICATIONS WHERE MALFUNCTION OF THE PRODUCT CAN BE EXPECTED TO RESULT IN PERSONAL INJURY, DEATH OR SEVERE PROPERTY DAMAGE. BUYER USES OR SELLS SUCH PRODUCTS FOR USE IN SUCH CRITICAL APPLICATIONS AT BUYER'S OWN RISK AND AGREES TO DEFEND,

INDEMNIFY AND HOLD HARMLESS SELLER FROM ANY AND ALL DAMAGES, CLAIMS, PROCEEDINGS, SUITS OR EXPENSE RESULTING FROM SUCH USE.

g. **Static Sensitive**. Seller ships all product in anti-static packages. Seller's Warranty as hereinabove set forth shall not cover warranty repair, replacement, or refund on product or devices damaged by static due to Buyer's failure to properly ground.

4. **SPECIAL PRODUCTS**. Special Product orders are those calling for products not contained in Seller's current catalog and price list, or those requiring modifications to catalog products, or those requiring sample, environmental, mechanical or life testing, 100% reliability screening, quality conformance qualification, or any combination thereof. Delivery dates for Special Products are best estimates only and are subject to (1) Seller's receipt and acceptance of order and negotiated specifications containing, where applicable, all quoted waivers and/or exceptions, and (2) successful, first-time passage of products submitted to electrical performance test, to environmental and/or life test processing required by applicable specifications. Seller makes no Warranty and assumes no responsibility to refund or replace products shipped at Buyer's request prior to successful completion of acceptance and/or qualification tests by Buyer and Seller. The foregoing provisions are to be considered a part of all Special Product Acknowledgments and orders and supersede any inconsistent clauses relating to the same subject.

#### 5. **INTELLECTUAL PROPERTY**

a. **Patent Indemnity By Seller**. Except as provided below, Seller shall defend and indemnify Buyer from and against any damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising out of any claim that products purchased hereunder infringe a valid United States patent or copyright or infringe a trade secret of a third party, provided that (i) Buyer shall have promptly provided Seller written notice thereof and reasonable cooperation, information, and assistance in connection therewith, and (ii) Seller shall have sole control and authority with respect to the defense, settlement, or compromise thereof. Should any products delivered hereunder become or, in Seller's opinion, be likely to become the subject of such a claim, Seller may, at its option, either (x) procure for Buyer the right to continue purchasing and using such products, or (y) replace or modify such products so that they become non-infringing, or (z) request that Buyer return such products and, upon receipt, reimburse Buyer the full purchase price paid for such products as full and complete satisfaction for any claims Buyer may have against Seller arising from such infringement. In such event, Seller may withhold further shipments of infringing or potentially infringing Seller products.

Seller shall have no liability or obligation to Buyer hereunder with respect to any patent, copyright or trade secret infringement or claim thereof based upon (i) compliance with designs, plans or specifications of Buyer, (ii) use of the products by Buyer or any agents or customers of Buyer in combination with, or the incorporation or imbedding of the products into, devices or products not purchased hereunder where Seller's product alone would not be infringing, (iii) use of the products by Buyer in an application or environment for which such products were not designed or contemplated, (iv) modifications of the products by Buyer or any agents or customers of Buyer, or (v) any claims of infringement of a patent, copyright or trade secret in which Buyer or any affiliate or customer of Buyer has an interest or license. Seller's liability hereunder shall not exceed the purchase price paid by Buyer for products found to be infringing. The foregoing states the entire liability of Seller with respect to infringement of patents, copyrights and trade secrets by Seller's products or any part thereof or by their operation.

b. **Patent Indemnity By Buyer.** Buyer shall defend and indemnify Seller from and against any damages, liabilities, claims, proceedings, suits, costs and expenses (including reasonable attorneys' fees and court costs) incurred by Seller as a result of or arising from Buyer's activities, including, without limitation, product liability, intellectual property infringement, customer warranty and service claims, provided that (i) Seller shall have promptly provided Buyer written notice thereof and reasonable cooperation, information and assistance in connection therewith, and (ii) Buyer shall have sole control and authority with respect to the defense, settlement or compromise thereof.

c. **Seller's Ownership.** Buyer recognizes and concedes for all purposes that any registered or unregistered patents, trade secrets, copyright rights or any other intellectual property rights used or incorporated into the Products or any accompanying software, labels, containers, cartons, catalogs, Product information and promotional literature constitute the exclusive property of Seller and shall not be used by Buyer.

d. **Trademark Ownership.** Buyer recognizes and concedes for all purposes that any registered or unregistered trademarks, trade names, logos, branding features, trade dress or identifying slogans affixed to Products or any accompanying labels, containers, cartons, and promotional literature constitute the exclusive property of Seller and shall not be used by Buyer.

e. **Trademark Use.** Sale of products to Buyer does not grant to Buyer (i) any right to use Seller's trademarks, trade names, logos, branding features, trade dress or identifying slogans or (ii) any interest in or license to said trademarks, trade names, logos, branding features, trade dress or identifying slogans.

f. **No License.** The sale of products, or parts thereof, by Seller does not convey any license, by implication, estoppel or otherwise, to use or practice any patent claims or other intellectual property of Seller covering the products, parts or other devices or elements.

g. **Confidential Information.** During the term of this Agreement it may be necessary, at Seller's discretion, to disclose to Buyer for the purpose of Buyer's evaluation certain confidential and proprietary information defined as Seller's trade secrets and know-how including but not limited to data, technology, methods, designs, quality control, manufacturing and production techniques, and information concerning Seller's business and affairs (hereinafter referred to as Seller's "Confidential Information"). Buyer shall refrain from disclosing, during the term of this Agreement or at any time thereafter, any such Confidential Information to any person or persons, natural or corporate. Unless otherwise specified in writing, all documents, materials, data, procedures, and methods containing any of Seller's Confidential Information shall remain the sole and exclusive property of Seller.

6. **FORCE MAJEURE.** Seller shall not be liable for delays in delivery or failure to manufacture or deliver or failure to perform, or inability to perform, any of its obligations due to causes beyond its control, including but not limited to any act of nature, acts of Buyer, acts of civil or military authority, terrorist acts or activities, fire, casualty, flood, war, riot, strike, lock out, failure of public utilities; injunction or any act, exercise, assertion or requirements of governmental authority; epidemics, quarantine restrictions, destruction of production facilities, inability to obtain necessary materials, labor, equipment, components, manufacturing facilities, transportation or energy sufficient to meet production and delivery needs; priorities, delays in transportation or car shortages; or any other commercial impracticability. In the event of any such delay, the date of delivery shall be deferred for a period of time equal to the time lost by reason of the delay.

7. **DELIVERY.** All scheduled or quoted delivery dates agreed to by Seller are approximate and are based upon prompt receipt of all necessary information from the Buyer.

a. **Domestic Deliveries.** Unless otherwise agreed in writing by Seller, domestic deliveries of products hereunder shall be made according to Seller's shipping terms and from Seller's facility with transportation expenses and insurance paid by the Buyer. Risk of loss or damage to products in transit shall fall upon the Buyer, whose responsibility it shall be to file claims with the carrier and/or the insurance company. Title shall pass at the point of origin.

b. **International Deliveries.** Unless otherwise agreed in writing by Seller, delivery of products hereunder to foreign destinations shall be made according to Seller's shipping terms and from Seller's facility in Tucson, Arizona USA with transportation expenses and insurance paid by the Buyer. Risk of loss or damage to products in transit shall fall upon the Buyer, whose responsibility it shall be to file claims with the carrier and/or the insurance company. Title shall pass at the point of origin.

c. **Acceptance.** Buyer shall examine all products promptly upon receipt. No later than twenty (20) days after delivery, Buyer shall notify Seller of any shortage or nonconformance, and if rejection is intended, all grounds shall be specified. Failure to give Seller such timely notice shall be deemed an unqualified acceptance by Buyer of the delivered products.

d. **Method of Shipping.** The shipping and packaging method will be at the discretion of Seller.

e. **Sales Taxes, Duties, Import, Export and Other Charges.** Buyer shall pay any and all applicable value added taxes (VAT), sales or use taxes, excise taxes, duties, import fees and any other charges pertaining to its purchase of the Products.

f. **Transit and Re-export.** Buyer shall arrange for documentation, security and payment of any duty as an importer of the Products and shall arrange any duty free status with the appropriate agency(ies).

## 8. **PAYMENTS**

a. **Payment.** All invoices shall be due and payable thirty (30) days from the date thereof without regard to other deliveries. Subject to applicable law, amounts past due shall accrue interest at the rate of 1 ½% per month from the due date until paid in full. Seller reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any products when due or, in Seller's discretion, for any other lack of financial assurance. In such event, Seller may require that all subsequent deliveries be paid for in advance or on delivery. Seller may suspend any further deliveries or discontinue any of the work to be performed by Seller until such payment has been received. Prorata payments shall become due as shipments are made. If the work to be performed hereunder is delayed at Buyer's request, payments shall be made based on the purchase price and the percentage of completion. Buyer shall be liable to Seller for damages to or loss of such product, and for the expense of holding the completed product or delaying completion of the product. Failure to furnish any such payment within ten (10) days of demand by Seller shall constitute a repudiation of this Agreement and in such event Seller shall be entitled to receive reimbursement for its cancellation charges. In the event Seller cancels Buyer's order due to nonperformance of Buyer, or if Buyer fails to purchase the total quantity specified on the order, Seller shall invoice Buyer for the price in effect at the time of the last delivery applicable to the quantity actually purchased.

b. Subject to applicable law, amounts past due shall accrue interest at the rate of 1½% per month from the due date until paid in full. Seller reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any products when due or, in Seller's discretion, for any other lack of financial assurance. In such event, Seller may require that all subsequent deliveries be

paid for in advance or on delivery. Seller may suspend any further deliveries or discontinue any of the work to be performed by Seller until such payment has been received. Prorata payments shall become due as shipments are made. If the work to be performed hereunder is delayed at Buyer's request, payments shall be made based on the purchase price and the percentage of completion. Buyer shall be liable to Seller for damages to or loss of such product, and for the expense of holding the completed product or delaying completion of the product. Failure to furnish any such payment within ten (10) days of demand by Seller shall constitute a repudiation of this Agreement and in such event Seller shall be entitled to receive reimbursement for its cancellation charges. In the event Seller cancels Buyer's order due to nonperformance of Buyer, or if Buyer fails to purchase the total quantity specified on the order, Seller shall invoice Buyer for the price in effect at the time of the last delivery applicable to the quantity actually purchased.

c. **Letters of Credit.** In any case where Seller requires payment from Buyer pursuant to an irrevocable letter of credit, Seller's terms shall apply.

d. Failure to pay the purchase price when due shall give Seller, in addition to any other rights of Seller, the right to repossess such products without liability. As a secured creditor, Seller shall have a purchase money collateral until the full purchase price has been paid by Buyer. Seller retains all the rights and remedies of a secured party under the Uniform Commercial Code. In the event of bankruptcy or insolvency of Buyer or in the event any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, Seller shall be entitled to cancel any order outstanding at any time during the period allowed for filing claims against the debtor's estate and shall receive reimbursement for its cancellation charges.

9. **PURCHASE PRICE AND TAXES.** Unless otherwise stated by Seller in a written acknowledgment issued to Buyer, prices, terms of payment and pricing policies, including handling charges, will be those set forth in Seller's published price lists and pricing policies in effect on the date of delivery to domestic Buyer and in effect on the date of shipment to international Buyer. Payment of the purchase price and all other charges shall be tendered in legal currency of the United States of America unless otherwise agreed to in writing by Seller. The amount of any present or future sales, value added, use, excise or other tax applicable to the sale, provision or use of the products sold hereunder shall be paid by the Buyer, or in lieu thereof the Buyer shall provide Seller with a tax-exemption certificate acceptable to any applicable taxing authorities.

10. **CANCELLATION.** Buyer may cancel its order only upon written notice and upon payment to Seller of cancellation charges in accordance with the following schedule: a) greater than sixty (60) days prior to delivery date, 0% of the purchase price; b) between thirty (30) and sixty (60) days prior to the delivery date, 75% of the purchase price; and c) less than thirty (30) days prior to the delivery date, 100% of the purchase price. The foregoing cancellation provisions apply to non-custom products; Buyer may not cancel, delay or otherwise modify orders for custom orders without Seller's prior written consent. No cancellation by Buyer for Seller's default shall be effective unless Seller shall have failed to correct such alleged default within thirty (30) days after receipt by Seller of a written notice from Buyer specifying such default.

11. **GOVERNMENT CONTRACT CLAUSES.** In any contract entered into with the federal government in the United States, or in any contract entered into with any other party which is a subcontractor at any tier of a contract entered into with the federal government: (i) only those clauses of the federal acquisition regulations (FAR) which the regulations themselves mandate for a party in Seller's position, given all relevant limitations including Seller's status as a customer or a subcontractor and the size and type of contract, apply and (ii) Seller retains proprietary rights in all technical data, designs, processes and software provided under such contract. Only limited rights or

restricted rights are provided to the federal government under the narrowest provision of those rights that the regulations allow, and no rights (including rights of audit of Seller's cost or pricing data) are provided to any other party, including the prime contractor or any higher tier subcontractor.

## 12. **EXPORT CONTROL REGULATIONS**

a. This Agreement, notwithstanding any provision hereof to the contrary, shall be construed and implemented in compliance with the Export Administration Act of 1979 of the United States of America, as amended (codified at 50 App. United States Codes, Section 2401 et seq.), which restricts exports of certain goods and technology into certain countries. BUYER agrees, and shall cause each of its customers and affiliates at all levels to agree, that they will not either directly or indirectly export or re-export the products into those countries listed from time to time in supplements to Part 770 to Title 15 of the Code of Federal Regulations and such Executive Orders as may be applicable unless Buyer and/or such customers and/or such affiliates first obtain permission to do so from the United States Office of Export Control or if applicable the US State Department or the US Department of the Treasury. Buyer agrees and shall cause each of its customers, agents and affiliates at all levels to agree, that they will commit no acts which directly or indirectly would violate any United States export control law, sanction, regulation, treaty or other international agreement (including but not limited to the COCOM regulations) to which the United States adheres or complies with and agrees to indemnify and to hold Seller harmless from any and all liabilities or costs incurred by Buyer or its customers and affiliates for any reason arising from or connected with any such violation, incurred intentionally or unintentionally or inadvertently. Buyer shall forward to Seller any facts which indicate that any Products are being or may be re-exported to any of said countries. Buyer shall not sell, transfer, export or re-export any Seller product(s), materials, technology, or Confidential Information for use in terrorist activities or activities that involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use products in any facility that engages in activities relating to such weapons.

b Buyer shall retain records for a period of two (2) years from the date of sale which records must indicate the full name and address of the individuals or firms to whom the sale was made, model number, quantity and value of each model sold, and the date of sale. (Export Administration Regulations, Section 387.13). The records shall be made available, upon request, for inspection by the U.S. Office of Export Control, the US State Department, the US Department of the Treasury or any other designated representative of the United States Government.

13. **ASSIGNMENT**. Any assignment of this Agreement, or of any rights or obligations hereunder by the Buyer without the prior written consent of the Seller shall be null and void.

14. **MODIFICATION**. This Agreement shall not be changed, modified or amended in any way by Buyer unless such change, modification, or amendment is in writing and executed by both Seller and Buyer.

15. **APPLICABLE LAW AND VENUE**. The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods; instead, these rights and obligations shall be governed by the internal, substantive law of the State of Arizona, USA; excluding its law of conflict of laws. The parties stipulate that the statutes and laws of the United States and the State of Arizona USA, without regard to conflicts of laws principles, will govern and apply to all matters relating to the sale and use of Seller's Products and the construction and interpretation of any of the terms and conditions of this Agreement. The parties further stipulate that venue for any action, claim, proceeding, dispute resolution or litigation under this Agreement shall be subject to the exclusive jurisdiction of the State or Federal

courts in Tucson, Pima County, Arizona U.S.A. Buyer agrees to submit to the jurisdiction of the courts in Tucson, Arizona USA.

16. **LIMITATIONS ON ACTIONS**. The parties expressly agree that any action arising out of this Agreement must be commenced within one (1) year after accrual of the cause of action therefor.

17. **COMMERCIAL POLICY, BUSINESS CONDUCT AND COMPLIANCE WITH LAWS**

a. Buyer represents and warrants that it conducts its business in an ethical and responsible manner with respect for the rights of individuals, the protection and security of Personal Data and the environment, and complies with the EU Data Protection Laws and the GDPR, the anti-corruption laws and the anti-money laundering laws applicable in Buyer's country. Additionally, each of the parties hereto agrees that it will not, directly or indirectly pay, offer or promise to pay, or authorize the payment of, money or anything of value, to any official, or to any person while knowing or having reason to know that all or a portion of the payment will be offered, given or promised, directly or indirectly to an official, for the purpose of: (i) influencing any act or decision of the official in his or her official capacity; (ii) inducing the official to do or omit any act in violation of his or her lawful duty; (iii) obtaining any improper advantage; or (iv) inducing an official to use his or her influence improperly to affect or influence any act or decision. The term "official" means (x) any officer or employee of a government, a public international organization or any department or agency thereof; (y) any person acting in an official capacity; (z) any political party or party official, or any candidate for political office. Buyer agrees to notify Seller immediately of any extortive solicitation, demand or other request for anything of value, by or on behalf of any official or agent thereof and directed to itself or to Seller and related to the sale and/or service of the Products in Buyer's country. If Buyer violates any provision of this section, this Agreement shall immediately and automatically be terminated.

b. **Government Compliance**. Buyer shall be fully responsible for complying with all laws, regulations, procedures, government policies and requirements related to and in association the importation, sale and use of Products in Buyer's country. Buyer shall pay for and arrange with the appropriate agency(ies) for all permits, fees, costs, certificates, certifications, licenses and so forth which are currently required and which may be required at any time during the term of this Agreement. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims, damages, payments, fees and liabilities whatsoever (including without limitation attorneys' fees) asserted by any person, entity, government of any country, or governmental agency (including but not limited to the US Department of Commerce, the US State Department and the US Department of the Treasury) resulting directly or indirectly from Buyer's lack of compliance with, failure to comply with or inadvertent noncompliance with all necessary and/or mandatory applicable laws, regulations, procedures, government policies and requirements, and government sanctions together with all rules, regulations and interpretations related to such sanctions related to the importation, sale or use of Products in Buyer's country.

c. Buyer acknowledges and agrees that it is in full compliance with all laws, regulations, ordinances and rules that apply or may apply to its business and corporate affairs, including but not limited to all EU Data Protection Laws and the EU General Data Protection Regulation 2016/679 ("GDPR") regarding the protection, security, and Processing of Personal Data and the notification of Personal Data Breaches. Buyer shall give notice of all facts which indicate that any Personal Data Breach has occurred or may occur. Buyer shall not use or export or re-export, nor shall Buyer allow or cause any third party (including but not limited to Buyer's customers and affiliates at all levels) to use or export or re-export, the Products in violation of any applicable laws or regulations, including, without limitation, U.S. export laws and sanctions together with all regulations, rules, procedures, policies, requirements and interpretations thereof. Buyer agrees to indemnify and hold Seller harmless from any and all



claims, damages, physical or economic injuries, payments, fees, fines, penalties, sanctions, liabilities or costs incurred by Buyer or its customers or affiliates for any reason arising from or in connection with any such violation or breach, incurred intentionally or unintentionally or inadvertently.

18. **OFFICIAL LANGUAGE**. The official language of this Agreement is American English. Regardless of whether this Agreement is translated into one or more other languages for marketing purposes or any other purpose, the official language is and shall remain American English. The American English form of this Agreement shall control and determine the interpretation thereof.

**Legend at bottom of Acknowledgment form (front side)**

BY ACCEPTING DATAFORTH'S PRODUCTS, BUYER AGREES TO BE BOUND BY DATAFORTH'S STANDARD TERMS AND CONDITIONS OF SALE PRINTED ON THE REVERSE SIDE HEREOF. BUYER FURTHER AGREES THAT SAID TERMS AND CONDITIONS SHALL SUPERCEDE ANY TERMS AND CONDITIONS WHICH MAY BE PRINTED ON ANY PURCHASE ORDER FORM OR OTHER DOCUMENT SUBMITTED BY BUYER TO DATAFORTH.