



**WEST TECHNOLOGY FORENSICS, INC.
TERMS & CONDITIONS OF SALE**

1. ACCEPTANCE OF ORDERS: All purchase orders from you ("Buyer") that are accepted by West Technology Forensics, Inc, an Indiana corporation, or any of its affiliates, including West Technology Systems, Ltd., a limited company registered in England and Wales (together, "West Technology"), are subject to these Terms & Conditions of Sale (the "Terms"), which shall supersede and replace any and all other terms and conditions of purchase or sale communicated by Buyer to West Technology at any time. Each accepted purchase order between Buyer and West Technology establishing Products or Services (as each term is defined below) to be provided by West Technology to Buyer shall be referred to herein as a "Contract."

Any terms or conditions stated by Buyer in any other written or oral communication, prior or subsequent hereto, shall not apply, and shall not be binding on West Technology. No Buyer terms or conditions that are in addition to, or in conflict with, any of the provisions of these Terms shall be binding upon West Technology in any way or at any time. Any representations made by sales representatives, employees or agents of West Technology that are inconsistent with any of these Terms shall not be binding on West Technology, and Buyer shall not rely thereon. Notwithstanding the foregoing, in the event of any conflict between these Terms and the provisions of any other Contract executed in writing by West Technology and Buyer (including any written agreement to which these Terms are attached as an Exhibit) which states a specific intention to alter or supersede these Terms, the provisions of that written agreement shall control.

2. PRODUCTS AND SERVICES: All quotes or offers by West Technology which were not agreed upon and set forth in the Contract are non-binding. West Technology reserves the right to make technical adjustments of the products or services purchased hereunder within acceptable limits. Depictions and drawings as well as statements and depictions contained in West Technology websites, social media, brochures and catalogs are binding only when specifically agreed upon in a Contract. In executing a Contract, Buyer declares its binding intent to buy the (i) good, product or deliverable (the "Products"), or (ii) service or action ("Service") expressly ordered. West Technology is entitled to accept the purchase offer contained in the Contract at any time within two (2) weeks of having received it. Such acceptance shall only be deemed binding upon either (i) written confirmation from West Technology of the acceptance of such Contract, specifically attaching or incorporating these Terms, or (ii) delivery of the Products to Buyer, whereupon Buyer shall be deemed to have fully accepted these Terms.

3. TERMS OF PAYMENT: Unless otherwise agreed, payment in full for all Products or Services sold hereunder is due from Buyer to West Technology as follows: Net thirty (30) days from the date of Buyer's receipt of a written invoice from West Technology (the "Due Date") . All amounts which remain unpaid after the Due Date shall have a six percent (6%) per annum late payment charge assessed against the unpaid balance from the Due Date until the date of payment. This late payment charge shall accrue and be added to the unpaid balance and shall be subject to further late payment charges. West Technology reserves the right at any time to alter or suspend open account sales, or to change the payment terms provided herein, when, in its sole opinion, the financial condition of Buyer so warrants or that such action is otherwise necessary or desirable to protect West Technology's interests. In any such case, in addition to any other remedies herein or provided by law, cash payment or satisfactory security from Buyer may be required by West Technology before shipment of additional Products or provision of Services, and the due date of payment by Buyer may be accelerated by West Technology. Failure by Buyer to pay any invoice(s) when due automatically makes all subsequent invoices immediately due and payable irrespective of otherwise applicable terms, and West Technology may withhold all subsequent deliveries until the full account of Buyer is settled. Acceptance by West Technology of less than full payment shall not be a waiver of any of its rights or remedies hereunder or otherwise. By executing a Contract with West Technology, or by accepting Products or Services from West Technology, Buyer represents that Buyer is not "insolvent" as that term is defined under applicable laws. In the event Buyer becomes insolvent before delivery of any Products or Services, Buyer shall



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immediately notify West Technology in writing. A failure to so notify West Technology shall be construed as a reaffirmation by Buyer of Buyer's solvency at the time of delivery. West Technology shall also have the right to stop delivery of Products or performance of Services if Buyer becomes insolvent, repudiates or fails to make a payment due before delivery, or if for any other reason West Technology has a right to withhold or reclaim the Products or Services hereunder or under applicable law.

4. CANCELLATION: Notwithstanding anything to the contrary set forth herein, Buyer may cancel any Contract placed with West Technology, in writing, prior to receipt of West Technology's written acceptance of such Contract. In the event Buyer cancels any Contract following receipt of West Technology's written acceptance of such Contract or following delivery of Products or Services purchased in such Contract, Buyer shall, upon demand by West Technology, pay to West Technology as liquidated damages the sum of (i) the actual costs incurred by West Technology in its preparation to fulfill the order set forth in such Contract, regardless of whether such order was for Products or Services, plus (ii) an amount equal twenty percent (20%) of the total price Buyer was to pay to West Technology under such Contract. In the event Buyer's order requires manufacturing Products on behalf of Buyer, Buyer shall not be permitted to cancel such Contract at any time, and Buyer shall remain liable to West Technology for the total amount owed to Buyer thereunder.

5. PRICE CHANGES: All prices are in U.S. dollars and are subject to change by West Technology without notice at any time prior to actual delivery. Orders calling for future delivery will be billed according to the price in effect at the time of delivery, unless otherwise agreed by West Technology in writing. Prices shown in published literature or advertising are for general information purposes only and are not quotations or offers to sell. West Technology reserves the right to make corrections in price quotations due to typographical, engineering or other errors, or resulting from incomplete or inaccurate information supplied by Buyer.

6. COSTS OF COLLECTION: Buyer shall pay all costs of collection, including, but not limited to, reasonable attorneys' fees, court costs and collection agency fees incurred by West Technology in the collection of (a) past due accounts, (b) amounts owed to West Technology by reason of Buyer's breach of these Terms, and (c) any and all amounts owed by Buyer to West Technology for any reason whatsoever.

7. SHIPMENT AND RISK OF LOSS: The method and route of shipment shall be selected by West Technology based on its best judgment. West Technology shall tender delivery of all Products to a carrier for transportation to Buyer's place of business. All costs of transportation, including, export/import duties and taxes, standard insurance, and travel expenses for the performance of Services, shall be borne by Buyer unless otherwise agreed in writing by West Technology. All risk of loss shall pass to Buyer when the Products or other goods are made available to the carrier at West Technology' facility, including, without limitation, all risks of loading, transportation and shipment. All claims for loss, damage or delay against the carrier must be made by Buyer. Delivery shall not be affected by a delay on the part of Buyer in accepting delivery. Insurance against transit damage shall be arranged only at the Buyer's request, and the Buyer shall bear all costs of insurance.

8. DELIVERY DATES APPROXIMATE: *ALL STATED DELIVERY DATES ARE APPROXIMATE.* West Technology shall endeavor to perform all Services and make all deliveries of Products in accordance with any stated delivery date, but if for any reason West Technology shall fail to make any delivery by such delivery date or cancel such order, West Technology shall not be liable for, and Buyer shall indemnify, defend, and hold West Technology harmless from and against, any claims arising out of, any loss, damage or expense resulting from any failure or delay in delivery or cancellation thereof, including, without limitation, loss of use or profits, loss of business, expenses or costs arising from business interruption, attorneys' fees and any consequential, contingent, incidental or special damages caused or alleged to be caused from any such failure or delay in delivery or cancellation thereof. The delivery period commences when Buyer receives written confirmation from West



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Technology of an order, but not, however, before Buyer has supplied any documentation, permits or releases which are, or may be, required to obtain, nor prior to receipt of an agreed advance payment, if applicable. Should technical ambiguities or errors in the Contract or in any specifications or drawings supplied by Buyer be determined at a later time, the delivery period shall begin anew after such ambiguities and/or errors have been remedied. The term of delivery will be deemed to have been honored if notification that the Product is ready for shipment has been issued prior to the expiration of the term of delivery, or if the Product to be delivered has left the shipment location. Partial deliveries are permissible within our stated delivery times. West Technology will use reasonable efforts to promptly inform Buyer of any inability on the part of West Technology to honor the delivery period set forth in a Buyer's Contract. In such event, at Buyer's request, any payment that has already been made by Buyer with respect to such undelivered products will be promptly refunded.

9. INSPECTION AND ACCEPTANCE: Buyer shall have ten (10) days after the delivery date ("Rejection Period") to inspect and either accept or reject the Products. Failure to inspect and/or reject the Products within the Rejection Period shall constitute a waiver of Buyer's right of inspection and an irrevocable acceptance of the Products. This deadline will have been met if Buyer's notice of nonconforming Products, as provided for herein, is postmarked within the Rejection Period. To reject any nonconforming Products, Buyer must immediately (and, in any event, within the Rejection Period) notify West Technology in writing that Buyer considers the Products nonconforming. Such notification shall identify each and every alleged nonconformity, and describe that portion of the shipment being rejected. Failure of Buyer to give such notice within the Rejection Period shall constitute an unqualified acceptance of the Products by Buyer and a waiver by Buyer of a right to reject the Products or other goods or to revoke acceptance of the Products based upon any nonconformity of Products, and Buyer shall be bound to pay for the Products in accordance with these Terms. Buyer bears sole responsibility for proving that all conditions for claims have been satisfied, especially in terms of the defect itself, the time at which the defect was discovered and the promptness of Buyer's notice to West Technology of such defect.

Buyer shall only return rejected Products in accordance with shipping instructions provided by West Technology and with prior written authorization from West Technology. Shipping costs for returned Products that have not been approved by West Technology in writing shall be borne solely by Buyer.

10. LIMITED WARRANTY AND LIMITATION OF REMEDY AND DAMAGES: West Technology warrants that the Products and Services will, at the time of shipment to Buyer or performance by West Technology, be manufactured, processed, or performed in accordance with the Order and be free from material defects in design, material and workmanship. Notwithstanding the foregoing, West Technology does not represent or warrant in any way that the Products will be completely free of imperfections. Any alteration, abuse, modification, or misuse of the Products, or any use of the Products following submission to West Technology of a Warranty Claim (as defined below), shall in each case void this limited warranty. The foregoing limited warranty shall not be enlarged or affected by, and no liability or obligation shall arise from, West Technology' rendering of technical or other advice in connection with any of the Products. Employees, agents, distributors and sales representatives are not authorized to make warranties. Oral or written statements made by such persons do not constitute warranties and shall not be relied on by Buyer.

If Products or Services do not conform with approved and accepted specifications, Buyer's exclusive remedy arising from its purchase or use of Products or Services from West Technology shall be limited to a refund in an amount equal to the purchase price, or replacement of the Products or Services, at the sole discretion of West Technology. As a condition of any claim, compensation or replacement of any Product, all loss or damage must be reported in detail to West Technology in writing (a "Warranty Claim") upon discovery of such loss or damage, and in any case, within ten (10) days after Buyer's receipt of such Products, and West Technology must confirm any damage or nonconformity of Products to its reasonable satisfaction. Buyer shall not, under any circumstances, be entitled to recover any amount for special, incidental or consequential damages, nor any amounts expended in using, storing

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or maintaining Products, non-conforming or otherwise. This limitation of liability shall be applicable to any claims presented to West Technology regardless of the legal theory forming the basis of such claim, and whether such theory involves negligence, contractual liability or otherwise. West Technology shall not be liable for any damages incurred by any person as a result of misuse or alteration of the Products.

OTHER THAN DESCRIBED HEREIN, WEST TECHNOLOGY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. BUYER ASSUMES ALL RISK AND LIABILITY RESULTING FROM THE USE OF THE PRODUCTS OR ACCEPTANCE OF SERVICES. ALL OBLIGATIONS OR LIABILITIES OF WEST TECHNOLOGY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTION, USE OR PERFORMANCE OF THE PRODUCTS OR SERVICES, EXCEPT AS PROVIDED HEREIN, ARE FULLY DISCLAIMED AND EXCLUDED.

11. INTELLECTUAL PROPERTY. West Technology reserves all intellectual property rights, and the ownership thereof, in all software and technology incorporated into the Products, samples, methods, processes, cost estimates, drawings, specifications and all other information or data related to the Products or Services, including, without limitation, the Products and Services themselves, and such other data or information, in digital or physical or other non-physical nature, none of which may be made available by Buyer to third parties without West Technology's prior written consent. In addition to, and without limitation of, all other indemnification obligations set forth herein, Buyer shall indemnify West Technology against all liabilities, costs, expenses, damages, and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and reasonable legal and other professional costs and expenses) suffered or incurred by West Technology in connection with (i) any claim made against West Technology for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Buyer's modification or sale of any Products or Services, and (ii) any claim made against West Technology for any actual or suspected illegal or improper use, application, or purpose of the Products or Services following delivery. This Section 11 shall survive the expiration or early termination of the Contract. As used in this Section 11, the term "Intellectual Property Rights" shall mean all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

12. INDEMNIFICATION: In addition to, and without limitation of, all other indemnification obligations set forth herein, Buyer shall defend, indemnify and hold harmless West Technology and its affiliated or related companies, successors, assigns, employees, representatives, and agents from and against any and all claims, damages, and expenses including, but not limited to, attorney's fees and legal costs of defense, arising from, related to, or in any way connected with or alleged to arise from:

- (a) Any asserted deficiencies or defects in the Products caused by any alteration or modification thereof by Buyer with or without West Technology' consent, or improper handling or storage by Buyer,
- (b) The breach by Buyer of any term or condition stated herein,
- (c) Buyer's failure to comply with applicable statutes, regulations, rules, or ordinances pertaining to the handling, use, storage, transportation, re-sale or disposal of Products or other goods purchased hereunder, or



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(d) Any act or omission of Buyer; irrespective of whether or not such claim, damage or expense is caused or alleged to be caused, in whole or in part, or by the joint, several or comparative negligence, breach of contract, breach of warranty, or other breach of duty by West Technology, or whether such claim, damage or expense is asserted under a negligence, contract or warranty theory, a strict or other product liability theory or any other legal theory.

13. CONFIDENTIALITY: Each of West Technology and Buyer will restrict its use of all documents (including but not limited to samples, models and data) and any knowledge received from the other to the transactions contemplated in these Terms and in any Contract and will employ the same care in keeping them secret from third parties as such party would with similar documents and knowledge of its own, provided the other party has deemed them confidential or has an obvious interest in maintaining their secrecy. This obligation shall take effect upon initial receipt of the documents or knowledge and shall terminate thirty-six (36) months after the termination of the business relationship of the parties. This obligation does not apply to documents and knowledge which are public knowledge, or which were already known to the party upon its receiving them and whose secrecy the party had not been obliged to maintain, nor to documents and knowledge which were transmitted at a later time by a third party who was rightfully entitled to do so, or to documents and knowledge generated by the receiving party without its having made use of any confidential documents or knowledge from the other party.

14. PERIOD OF LIMITATIONS: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY ACTION BY OR ON BEHALF OF BUYER OR ITS SUCCESSORS OR ASSIGNS FOR BREACH OF THESE TERMS OR ANY CONTRACT TO WHICH THESE TERMS APPLY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

15. FORCE MAJEURE: Notwithstanding any provision herein to the contrary, West Technology shall not be liable for a breach of these Terms, or for any delay in performance or delivery, or refusal of performance or delivery, of any Products or Services to be delivered or performed by West Technology, if such breach, delay, or refusal results from any cause beyond the reasonable control of West Technology, including, without limitation, fire, flood, windstorm or other act of God, war, insurrection, riot, acts of public enemy, pandemic, strike, power failure, supplier failure or shortage, or any similar occurrence.

16. SEVERABILITY: All provisions contained in these Terms are distinct and severable and if any provision shall be determined to be illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of these Terms.

17. WAIVER OF BREACH: The failure of either party to enforce at any time the provisions of these Terms, irrespective of any previous action or proceedings taken by it, shall in no way be considered: (a) to waive such provisions, (b) to affect the validity of these Terms, or (c) to preclude or prejudice the parties from exercising the same or any other rights it may have hereunder.

18. TAXES: Any tax or governmental charge imposed upon the sale or transfer of the Products or Services hereunder shall be paid by Buyer, and failure of Buyer to do so shall be a breach of these Terms.

19. GOVERNING LAW AND ARBITRATION: In the event of any dispute hereunder, the substantive laws of the State of Indiana shall govern the validity, performance, enforcement and any other aspect of these Terms and the parties business relationship notwithstanding any other jurisdiction's choice of law rules to the contrary and without regard to the United Nations Convention on the International Sales of Goods. The parties hereto agree that in the event of a dispute as to any of the terms herein or as to a party's performance or non-performance of these Terms or any Contract to which they apply, they will attempt to negotiate in good faith a resolution to their differences. In the event a resolution cannot be reached through informal negotiations within



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thirty (30) days, any such dispute arising out of or in connection with this Agreement shall be finally settled by a single arbitrator, appointed according to the commercial rules of the American Arbitration Association. The place of arbitration shall be Indianapolis, Indiana and the proceedings shall be conducted in English. The arbitration decision shall be final and binding upon both parties. The costs for the arbitration proceedings, including reasonable attorneys' fees, shall be borne by the non-prevailing party or as otherwise determined by the arbitrator. The arbitration award shall be enforceable by a court having jurisdiction over the party against which the award has been rendered.

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