

# GENERAL TERMS AND CONDITIONS OF SALE

These terms and conditions apply to the quotation ("Quotation") by Sioux Embedded Systems Ltd. ("Sioux") to the customer ("Customer"), for the rendering of professional services ("Services"), or for supply of equipment, tools or hardware ("Goods"). When the Customer accepts Sioux' offer included in the Quotation, either by acknowledgment, or receipt of any Services and/or Goods, a binding agreement is formed ("Agreement"), of which these terms and conditions shall be an integral part. Sioux does not agree to any proposed amendment, alteration or addition by the Customer to these terms unless explicitly agreed upon in writing. Standard terms and conditions of the Customer, whether hosted on Customer's website, referred to on its purchase order or otherwise, are explicitly rejected and shall not apply.

**1. Additional Definitions** In addition to the terms defined elsewhere in these terms and conditions, the following definitions shall apply: **1) Software:** the software programs listed in the Quotation, including but not limited to Sioux proprietary software. **2) Technical Specifications:** a set of data and parameters for the performance of the Goods as set out in Sioux' instruction/operation manuals, the Quotation or a dedicated statement of work. **3) IP Rights:** all intellectual and industrial property rights including, but not limited to, copyrights, tradenames, industrial designs, trademark rights, patents, and rights with regard to domain names.

**2. Payments and title** **1)** All prices in the Agreement: a) are in Euros or in the currency set forth in the Agreement; b) do not include any applicable taxes; Sioux will add taxes to the price where Sioux is required by law to pay or collect them and they will be paid by the Customer together with the fees; **2)** Sioux will invoice the Customer for the hours spent on Services at the prior agreed upon hourly rate, as well as for materials and related expenses, unless parties have agreed in the Quotation on a fixed price as stated in article 3 sub 1; **3)** Invoices will be due and payable from the moment they are received by Customer. In the event an invoice remains unpaid for more than 30 days from the due date, the Customer shall be liable to pay an interest per month or part thereof, of the lesser of 1.5% or the maximum permitted by applicable law, on the delayed payments from the due date of payment. Sioux shall be relieved of its obligations under the Agreement in the event of non-payment of the fees or expenses due and shall retain the rights in the Services for which the amount is outstanding; **4)** Title, risk and ownership to the Goods, if any, will pass upon receipt of full payment.

**3. Obligations of Sioux** **1)** Sioux shall carry out the Services quickly and in a reliable and professional manner, in conformity with good industry practice on a time and materials basis or against an agreed fixed price, as set forth in the Quotation; **2)** Sioux shall provide the Goods in accordance with the Technical Specifications by the completion date; **3)** Sioux shall deliver the Goods, EXW, Eindhoven, NL (Incoterms 2010), within the term of delivery indicated on the Quotation. All agreed delivery terms are indicative and not binding; in case of untimely delivery the Customer must notify Sioux of the default, providing a reasonable term to fulfil the obligation.

**4. Obligations of the Customer and changes** The Customer shall inform Sioux in full of all relevant information and data for the correct performance of the Services and supply of Goods by Sioux. The Customer warrants that any information provided: a) if it was factual information, is complete, true and accurate in all material respects; b) if it was a project related forecast or an opinion, is prepared on the basis of up to date information. All additional costs due to changes in work contracted, be it due to specific instructions of the Customer, or due to the information provided not being accurate or not in accordance with the Customer's products being processed, shall be borne by the Customer. In the event that the work can no longer be carried out within the agreed period, at the agreed price and place or during normal working hours, as a result of new requirements or scheduling by the Customer, this constitutes a change to the Quotation. Any additional costs resulting from such changes shall be borne by the Customer. Furthermore, Sioux may change the agreed delivery periods as a result of changes to the contracted work.

**5. Approval Process** The Customer will have seven (7) calendar days following receipt of the Services or Goods ("Acceptance Date"), to complete any acceptance tests in accordance with acceptance criteria as agreed in the Quotation ("Acceptance Criteria"). If no notice of non-conformance to the Acceptance Criteria is reported on or before the Acceptance Date, all delivered Services and/or Goods will be deemed accepted by the Customer.

**6. Confidentiality** Confidential information shall mean any information disclosed by one party to the other party, in any form including without limitation documents, business plans, source code, software, technical/ financial/ marketing/ customer/ business information, specifications, analysis, designs, drawings, data, computer programs, any information relating to personnel or affiliates of a party and include information disclosed by third parties at the direction of a disclosing party and marked as confidential within 15 days of such disclosure. The receiving party agrees to keep secret any confidential information of the disclosing party, and not to use it for any purpose except for conducting business with the disclosing party, or otherwise agreed in writing. Confidential information shall exclude any information which: a) was publicly known or was in the public domain at the time of disclosure; b) was received by the receiving party from a third party, without breach of the Agreement; c) was already in the possession of receiving party, without confidentiality restrictions, at the time of disclosure by the disclosing party; d) is permitted for disclosure by the disclosing party in writing; e) is independently developed by the receiving party without use of confidential information of the disclosing party; f) is required to be disclosed by the receiving party pursuant to any order or requirement from a court, administrative or governmental agency, provided that the receiving party shall give the disclosing party prompt written notice of such order or requirement and an opportunity to contest it or seek an appropriate protective order.

**7. Intellectual Property Rights** **1)** Each party retains its knowhow, trade secrets, experience and other information to which a party is entitled and which was not developed or created in the context of the Agreement, as well as any IP Rights acquired as a result of or vested on such knowhow, trade secrets, experience and other information (Background IP); **2)** Sioux shall own all right, title and interest in and to the knowhow, trade secrets, experience and other information developed or created in the context of the Agreement, as well as any IP Rights acquired as a result of or vested on such knowhow or trade secrets (Foreground IP), unless explicitly agreed differently in writing.

**8. Warranties; remedies** **1)** Sioux warrants that the Goods will be manufactured with sound workmanship and materials and will perform in accordance with the Technical Specifications on the Acceptance Date and for three (3) months thereafter ("Warranty Period"); **2)** The sole remedy for breach of warranty for supplied Goods during the Warranty Period, is free repair or replacement, at Sioux' discretion, of the defective Goods.

The Customer shall notify Sioux in writing of a warranty issue as soon as possible, and at least within 14 calendar days after the defect was discovered, or could reasonably have been discovered; **3)** Any unauthorized modifications or use or improper installation of the Goods by, or on behalf of, the Customer shall render all Sioux' warranties and obligations under the Agreement null and void; **4)** Sioux warrants that it performs Service using the duty of care as set out in article 3 and according to its description (including any completion criteria) contained in the Quotation; **5)** The sole remedy for breach of warranty for Services shall be re-performance by Sioux, without charge, of the part of the Services of which it is evidenced (and accepted by Sioux) that it breaches the warranty; **6)** Warranty for Software shall be as set out in its applicable licensing terms; **7)** The sole remedy for breach of warranty for Software under this Article 8 shall be correction of defects by Sioux within a reasonable time from notification by the Customer of the defect that constitutes such breach, at no costs to the Customer unless the costs associated with the correction exceed the maximum amount as specified under Article 9. Sioux reserves the right to correct any defects not materially affecting the Customer's operations in a new release of the software; **8)** Sioux does not warrant that Goods, Services or Software shall not infringe any third party intellectual property rights, anywhere in the world, and the Customer explicitly accepts that Sioux will have no liability in this respect, and Sioux does not warrant uninterrupted or error-free operation of Goods, Services or Software, nor that Sioux will correct all defects; **9)** Except as expressly stated in the Agreement, the parties disclaim all warranties of any kind, implied, statutory, or in any communication between them, including without limitation, the implied warranties of merchantability, non-infringement, title, and fitness for a particular purpose; **10)** The obligations of Sioux described above are Sioux' sole obligations and the Customer's sole and exclusive remedy for any breach of warranty by any Goods, Services and/or Software delivered or performed by Sioux under the Agreement.

**9. Limitation of Liability** The total liability of Sioux (whether in contract, tort, or otherwise) for all claims in the aggregate arising from or related to Goods, Services, Software or otherwise arising under the Agreement shall not exceed the amount of any direct damages to the extent actually suffered by the Customer as an immediate and direct consequence of Sioux' default, limited to the lesser of the fees paid to Sioux for the Goods, Services or Software that caused the direct damages (or 12 months' charges for recurring fees), or € 250,000.00 (in words: two hundred and fifty thousand Euros). Sioux shall not be liable for damage, destruction or loss of data of the Customer or third parties. The exclusions and limitations referred to in this Article will not apply in case of personal injury or death, or for damages caused by Sioux' willful intent or gross negligence. Except as expressly required by law without the possibility of contractual waiver, under no circumstances will Sioux be liable for any consequential, indirect or incidental damages, including but not limited to loss of revenue, profits, business, goodwill, or anticipated savings, and reputational damages, howsoever caused, even if Sioux has been advised of the possibility of such damages. Any claim for damages or allegation against Sioux expires after a period of one year after the claim arises and should be addressed and notified to Sioux within 90 (ninety) calendar days from occurrence of the event giving rise to the alleged damages.

**10. Data protection** Sioux shall in accordance with applicable data protection laws: a) only carry out processing of any personal data provided by the Customer, on the Customer's explicit written instructions; b) implement appropriate technical and organizational measures to protect any personal data provided by the Customer against unauthorized or unlawful processing and accidental loss or damage; and c) only transfer personal data provided by the Customer to countries outside the European Economic Area that ensure an adequate level of protection for the rights of the data subject.

**11. Termination** Either party may terminate the Agreement immediately if: a. the other party breaches the terms of the Agreement and said breach remains unremedied for more than 30 days from the date of receipt of notice, or said breach is not capable of being remedied; b. the Customer is granted a suspension of payment or a winding-up procedure has been started, or a petition is filed in bankruptcy against the Customer, or a receiver has been appointed for the Customers business, or the business of the Customer is liquidated or discontinued; c. there is a change of control in the Customer's entity. In case of termination, Sioux shall be paid for the Services and the Goods provided on a pro-rata basis and all licenses will lapse by operation of law.

**12. Export control** If the delivery of a Service or Good is subject to the granting of an export or import license by a government and/or any governmental authority under any applicable law or regulation, or is otherwise restricted or prohibited due to export or import control laws or regulations, Sioux may suspend its obligations until such license is granted, or for the duration of such restriction and/or prohibition. Sioux at its option may terminate the Agreement, without incurring any liability towards the Customer if such license is not granted within a reasonable time. The Customer warrants that it will not deploy the Services or the Goods in violation of any applicable export or import control laws and regulations.

**13. Non-Hire and Non-Solicitation** During the term of the Agreement and for one (1) year thereafter, neither party will directly or indirectly recruit or solicit any personnel, consultant or advisor of the other party, or induce such personnel, consultant or advisor of the other party to terminate his or her relationship with such other party without the prior written permission of the other party, which permission will in any event be conditional on reaching agreement on a reasonable financial reimbursement.

**14. Force Majeure** Neither party shall be liable for any failure or delay in fulfilling the terms of the Agreement due to fire, strike, war, civil unrest, terrorist action, government regulations and act of nature or other causes which are unavoidable and beyond the reasonable control of the party claiming force majeure. This provision shall not be construed as relieving either party from its obligations to pay any sum due to the other party.

**15. Subcontracting** Sioux may subcontract the performance of the Services and/or the supply of Goods to any of its affiliates or third parties.

**16. Governing Law and Dispute Resolution** The terms of the Agreement shall be governed, interpreted and construed in accordance with the laws of Vietnam. All disputes, and claims arising under or pursuant to the Agreement shall be referred in the first instance solely to the competent court of Danang.

**17. Entire Agreement** The Agreement, including these terms and conditions, shall constitute the complete agreement between the parties with respect to the subject matter. The Agreement supersedes all previous agreements between Sioux and the Customer, whether oral or written, regarding the subject matter hereof. There are no intended third party beneficiaries to the Agreement. Each Agreement may be executed in one or more counterparts (including scanned copies), all of which when signed and taken together constitute a single agreement between the parties.