

## **GROSVENOR TECHNOLOGY, LLC CONDITIONS OF SALE**

These Conditions of Sale (these “Conditions”), are incorporated into and made a part of the Contract (as herein defined) to which they are attached and by accepting and agreeing to enter into the Contract, you (the “Buyer”) agree to be bound by these Conditions with Grosvenor Technology, LLC, a Delaware limited liability company (“GTL”). In the event of a conflict between a Contract and the Conditions, the terms and conditions of these Conditions will prevail, unless and to the extent expressly overridden or modified in the Contract.

### 1. Definitions.

“Agreement” means these Conditions together with the Contract to which they are attached. Each Contract together with these Conditions will, in each case, constitute and be construed as a separate agreement.

“Contract” means each purchase order for Goods.

“Goods” means all the goods, equipment, materials, software and/or other items, documents or services (including any installment of the goods or any parts for them) which GTL is to supply in accordance with an Agreement.

“Software” means all the computer programs or codes whether stored in programmable read only memory or otherwise which constitute the operating and executive software of the Goods, whether designed for generic or specific use, together with all service software and other programs or codes and all supporting documentation relating thereto supplied by GTL from time to time pursuant to an Agreement or ancillary thereto or otherwise in connection with the use of the Goods.

“Writing” includes any text instrument, physical or electronic, including, without limitation, facsimile transmission, email and comparable means of communication.

### 2. Orders.

(a) GTL shall sell and the Buyer shall purchase the Goods only in accordance with a duly entered into Contract. The Contract shall specify the price, quantity, quality and description of, and any specifications for, the Goods as well as the delivery instructions, location and date. The Buyer shall be responsible for the payment of all costs associated with delivery of the Goods to the Buyer, including transport, packaging, loading, freight, shipping, forwarding and handling, storage and insurance, as well as all applicable taxes on the sale of the Goods, including, without limitation, sales, use, property, excise, withholding, custom, duty and value added taxes that may be applicable to or due in connection with the sale and delivery of the Goods and, in each case, such amounts will be in addition to the prices specified.

(b) If the price of the Goods is not specified in the Contract, the price shall be GTL’s quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price

listed in GTL's published price list applicable to buyers in the Buyer's location and current at the date the Contract is entered into. All prices quoted by GTL are valid for 90 days only or until earlier acceptance by the Buyer, after which time they may be altered by GTL without giving notice to the Buyer. Notwithstanding anything to the contrary, GTL reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to GTL which is due to any factor beyond the control of GTL (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, or increase in the cost of any equipment, goods, materials, carriage, labor or overhead), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give GTL adequate information or instructions.

(c) No Contract submitted by Buyer shall be deemed accepted by GLT unless and until it is confirmed in Writing by an authorized representative of GTL.

(d) The Buyer shall be responsible to GTL for ensuring the accuracy of the terms of each Contract (including any applicable specifications) and for giving GTL any necessary information relating to the Goods within a sufficient time to enable GTL to perform the Contract in accordance with its terms. Any typographical clerical or other error or omission in any sales literature, quote, order, price list, acceptance of offer, invoice or other document or information issued by GTL shall be subject to correction without any liability on the part of GTL.

(e) If the Goods are to be manufactured or any process is to be applied to the Goods by GTL in accordance with the Buyer's specifications, the Buyer shall indemnify GTL against all loss, damages, costs and expenses awarded against or suffered or incurred by GTL in connection with, or paid by GTL in settlement of, any claim for infringement of any patent, copyright, design, trademark or other intellectual property or other rights of any other person which results from GTL's use of the Buyer's specifications or from any other aspect of the Goods which was requested or specified by the Buyer. GTL reserves the right to make any changes in the specification of the Goods which are required to comply with any applicable safety or other statutory requirements or, where the Goods are to be supplied to GTL's specification, which do not materially affect their quality or performance.

(f) No Contract may be cancelled by the Buyer except with the agreement in Writing of GTL. It is agreed that in connection with any such cancellation, the Buyer shall indemnify GTL in full against all losses (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by GTL as a result of such cancellation.

### **3. Terms of payment.**

(a) Unless otherwise specified in a Contract, GTL may invoice the Buyer for the price of the Goods when or at any time after GTL has notified the Buyer that the Goods are available to be collected by the Buyer at GTL's premises or, if some other place for delivery is agreed by GTL, when or at any time after GTL has delivered the Goods to such other place.

(b) The Buyer shall pay the invoiced amount within 30 days of the date of GTL's invoice, notwithstanding that delivery may not have taken place and the title in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

(c) Where the Goods are to be delivered in installments, each such delivery shall be invoiced and paid for separately by the Buyer.

(d) If the Buyer fails to make a payment on any due date then, without prejudice to any other right or remedy available to GTL, GTL shall be entitled to: (i) terminate the Contract or suspend any further deliveries to the Buyer; (ii) allocate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other Contract between the Buyer and GTL) as GTL may deem fit (notwithstanding any purported allocation by the Buyer); or (iii) charge the Buyer interest (both before and after any judgment) on the amount unpaid at the rate of 1.5% for each calendar month (or the maximum rate allowable at law, if lesser) commencing on the first invoiced due date through the date payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

#### **4. Delivery**

(a) Delivery of the Goods shall be made by the Buyer collecting the Goods at GTL's premises at any time after GTL has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by GTL, by GTL delivering the Goods to that place at the cost of delivery specified in the Contract.

(b) Any dates specified for delivery of the Goods are approximate only and GTL shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by GTL in Writing. The Goods may be delivered by GTL in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

(c) Where the Goods are to be delivered in installments, each delivery shall constitute a separate obligation, and failure by GTL to deliver any one or more of the installments in accordance with the Agreement, or any claim by the Buyer in respect of any one or more installments, shall not entitle the Buyer to treat the applicable Contract as a whole as repudiated.

(d) If the Buyer fails to take delivery of the Goods or fails to give GTL adequate delivery instructions, then without prejudice to any other right or remedy available to GTL GTL may: (a) store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or (b) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Buyer for any shortfall below the price under the Contract.

#### **5. Risk and property**

(a) Risk of damage to or loss of the Goods shall pass to the Buyer: (i) in the case of Goods to be delivered at GTL's premises, at the time when GTL notifies the Buyer that the Goods are available for collection; or (ii) in the case of Goods to be delivered otherwise than at GTL's premises, at the time of delivery, or if the Buyer wrongfully fails to take delivery of the Goods, the time when GTL has tendered delivery of the Goods.

(b) Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions, title to the Goods shall not pass to the Buyer until GTL has received, in cash or cleared funds, payment in full of the price of the Goods and all other sums which are due from the Buyer to GTL on any account.

(c) If Buyer is in possession of the Goods prior to the passing of title to such Goods to the Buyer, then the Buyer shall, until such time as the title in the Goods passes to the Buyer: (a) hold the Goods on a fiduciary basis as GTL's bailee; (b) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as GTL's property; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and (d) maintain the Goods in satisfactory condition and keep them insured on GTL's behalf for their full price against all risks with an insurer that is reasonably acceptable to GTL. The Buyer shall obtain an endorsement of GTL's interest in the Goods on its insurance policy. On request, the Buyer shall allow GTL to inspect the Goods and the insurance policy. Notwithstanding anything to the contrary in this Section 5(c), the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to GTL for the proceeds from the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and in the case of tangible proceeds properly stored protected and insured.

(d) If before title to the Goods passes to the Buyer, the Buyer fails to pay on the due date any sum due to GTL in respect of the Goods or otherwise, then (provided the Goods are still in existence and have not been resold, and without limiting any other right or remedy GTL may have) GTL shall be entitled at any time to require the Buyer to deliver up the Goods to GTL, at Buyer's cost, and if the Buyer fails to immediately do so, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

(e) The Buyer shall not pledge or create any security interest in Goods which remain the property of GTL, but if the Buyer does so all moneys owing by the Buyer to GTL shall immediately become due and payable (without prejudice to any other right or remedy of GTL).

## **6. Software License; Intellectual Property**

(a) GTL grants to the Buyer, upon payment of the applicable license fee (which is included in the price for the Goods unless otherwise specifically stated by GTL in Writing) and delivery of the Goods pursuant to a Contract, a personal, revocable, non-exclusive, non-sublicenseable and non-transferable license to use the Software only as intended in connection with the Goods. Except as provided herein, the Buyer shall not disclose, transfer or otherwise make available the Software to any third party nor permit any third party to use or have access the Software, and the Buyer shall not duplicate modify or amend any of the Software or any part

thereof, except with the prior written consent of GTL. Title to and all rights in the Software and all copies thereof shall at all times remain vested in GTL. Buyer shall not reverse engineer, disassemble or decompile the Software or the Goods, or otherwise attempt in any fashion to obtain the source code or object code the Software. Buyer shall not make any modifications to or create any derivatives from the Software or the Goods. Buyer shall not publish or disseminate the source code, object code, written materials, documents, flow charts, logic diagrams, test materials or other information relating to the Software which is of a confidential nature.

(b) If the Buyer wishes to resell any of the Goods, the Buyer shall ensure that the buyer of such Goods shall accept the obligations of the Buyer contained in this Section as if such buyer was bound by the conditions contained in this Section 6 and the Buyer shall indemnify GTL against any loss or damage it may suffer by reason of such buyer not complying with such obligations (whether or not it has confirmed its acceptance of them).

(c) In the event this Agreement relates to the lease of any of the Goods or the Software, should the Agreement be terminated for whatever reason or should the Buyer: (i) cease to conduct business in the normal course, become insolvent or bankrupt make a general assignment for the benefit of creditors, or admit in Writing its inability to pay its debts as they fall due, suffer or permit the appointment of a receiver or manager for its business or assets or avail itself to become subject to any governing authority relating to insolvency or the protection of rights of creditors; (ii) fail to perform or observe any of the obligations or stipulations required to be performed or observed by it under Section 6 for a period of fourteen days after receipt of notice by GTL of such failure; or (ii) cease to use any of the Goods which requires the use of the Software; then GTL shall have the right to terminate or limit as it shall see fit the Software license granted by virtue of this Section 6 by giving fourteen days' written notice to the Buyer thereof. In the event that the Software license granted by virtue of this Section 6 is terminated by GTL, then the Buyer shall, at the expense of GTL, either (at the election of GTL) return all parts of the Goods in which the Software is stored or otherwise contained to GTL at such address as GTL may direct or destroy such parts of the Goods, and (in the latter case) certify in Writing to GTL that such parts of the Goods have been effectively destroyed and are thus not capable of further use.

(d) Buyer acknowledges that, except for the express licenses set forth herein, nothing herein shall be deemed to transfer any rights in GTL's patents, copyrights, trade secrets, proprietary information, trademarks, or other intellectual property, including GTL's rights in and to (i) the Software, the program structure, logic, data structures, design, processes, procedures, formulae and algorithms contained in the ordered set of instructions which together constitute the Software and any updates, (ii) the Goods and the configuration of the Goods, (iii) GTL's marks or logos or trade-dress (and the goodwill related thereto), and (iv) the look and feel and derivative works based on any of the foregoing.

## **7. Warranties and Liability.**

(a) Except as set forth in Section 8 or as limited by applicable law, this Section sets out the entire liability of the parties (including any liability for the acts or omissions of their respective employees, agents and subcontractors) to each other in respect of: (a) any breach of

an Agreement; (b) any use made or resale of the Goods by the Buyer, or of any product incorporating any of the Goods; and (c) any misrepresentation, statement or tortious act or omission (including negligence) arising under or in connection with an Agreement.

(b) Subject to the conditions set out below, GTL warrants that the Goods will correspond with their specifications at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from delivery. This limited warranty is in lieu of all other warranties, representations or conditions, express or implied, with respect to the Goods including, without limitation, those of merchantability and fitness for a particular purpose or use, and any implied warranties arising from the course of dealing or performance, all of which are hereby disclaimed and excluded by GTL. The above warranty is given by GTL subject to the following conditions and limitations:

(i) GTL shall be under no liability in respect of any defect in the Goods arising from any drawing design or specification supplied by the Buyer or third parties designated by Buyer.

(ii) GTL shall be under no liability in respect of any defect arising from ordinary wear and tear; willful damage; negligence; abnormal working conditions; failure to follow GTL's instructions (whether oral or in Writing) with respect to storage, operation, maintenance, or otherwise; misuse, fault or accident; problems with electrical power or third party software; natural disasters; alteration, modification, servicing or repair of the Goods other than by GTL or a third party authorized by GTL; or use with third party accessories or software not specifically approved by GTL.

(iii) GTL shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.

(iv) The above warranty does not extend to parts, materials or equipment not manufactured by GTL, in respect of which the Buyer shall only be entitled to the benefit of any such warranty as is given by the manufacturer to GTL.

(c) Buyer shall conduct an incoming inspection of the Goods immediately upon delivery. If there is any Good damage or defect or any discrepancy between the Goods ordered (including specifications) and the Goods delivered, Buyer shall promptly (but not more than 7 days after delivery) give notice thereof to GTL (and any carrier, if applicable) and shall furnish such written evidence or other documentation regarding such damage or discrepancy as GTL may reasonably deem appropriate. If such evidence indicates, in GTL's reasonable judgment, that the damage or discrepancy existed at the time of the delivery of the Goods, GTL shall, at its sole discretion, either refund to the Buyer the price of the Goods (or a proportionate part of the price), or deliver (at no charge to Buyer) additional or substitute Goods, as applicable, to the Buyer, provided that in no event shall GTL be liable for any additional costs, expenses or damages incurred by the Buyer directly or indirectly as a result of such damage or discrepancy. Any delivery not rejected by the Buyer by written notice given to GTL within such 7 day period shall be deemed to have been accepted by the Buyer.

(d) EXCEPT AS MAY BE LIMITED BY LAW, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST OF REVENUES, LOSS OF PROFITS, OR LOSS OR CORRUPTION OF DATA OR INFORMATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT AS MAY BE LIMITED BY LAW, UNDER NO CIRCUMSTANCES WILL GTL BE LIABLE TO BUYER FOR DAMAGES IN EXCESS OF THE TOTAL AMOUNT PAID TO GTL UNDER THE AGREEMENT UNDER WHICH SUCH LIABILITY ARISES. The parties agree that this Section will survive the termination of this Agreement.

(e) Without limiting Section 4(b), GTL shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of GTL's obligations in relation to the goods if the delay or failure was due to any cause beyond GTL's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond GTL's reasonable control including, without limitation: Act of God, explosion, flood, severe weather, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, prohibitions or measures of any kind on the part of any governmental, regulatory or local authority; import or export regulations or embargoes; strikes, lockouts or other industrial actions or trade disputes (whether involving employees of GTL or of a third party); difficulties in obtaining raw materials, labor, fuel, parts or machinery; or power failure or breakdown in machinery.

(f) This Agreement, including each purchase order for Goods, represents the complete agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between them, whether written or oral. This Agreement shall control over any purchase order for Goods to the extent inconsistent, unless such purchase order for Goods specifically states that the purchase order shall control and has been executed by an authorized person of GTL.

**8. Indemnity.** If any third party claim is made against the Buyer that the Goods infringe or that their use infringes the patent, copyright, design, trademark or other intellectual property rights of any other person (a "Claim"), then unless the Goods have been made to the Buyer's specification or the Claim arises in relation to an aspect of the Goods which was requested or specified by the Buyer, GTL shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the Claim, provided that: (a) Buyer gives written notice of any Claim to the GTL promptly (but in no event more than 15 days) after having actual notice of a Claim; (b) the Buyer grants GTL the sole and exclusive authority to take over and assume control over the defence, settlement, compromise and negotiation of such Claim using counsel of its own choosing (provided that, except with the prior consent of the Buyer (which consent shall not be unreasonably withheld, delayed, or conditioned), GTL shall not enter into any settlement of any Claim that provides for injunctive or other non-monetary relief affecting the Buyer or that does not include as a term thereof the giving to the Buyer by each claimant making such Claim a release from all liability with respect to the Claims that are the subject of such settlement); (c) the Buyer cooperates with GTL in such defence, settlement,

compromise and negotiation including, without limitation, providing GTL with all relevant information and materials in its possession, being available to GTL upon reasonable notice for interviews and factual investigations, and appearing at GTL's request to give testimony without requiring service of a subpoena or other legal process; (d) the Buyer does nothing which would or might vitiate any insurance policy which the Buyer may have in relation to such infringement, and GTL's indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best efforts to do); (e) GTL shall be entitled to the benefit of, and the Buyer shall accordingly account to GTL for, all damages and costs (if any) awarded in favor of the Buyer which are payable by any other party in respect of any such Claim; and (f) Buyer shall take such steps as GTL may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which GTL is liable to indemnify the Buyer under this clause. If the Buyer is unable to use Goods because of a Claim that such use infringes or violates any patent, copyright, trade secret, trademark, or other third party intellectual property right, GTL will, at its expense shall have the right to: (aa) procure for the Buyer the right to continue using such Goods; (bb) replace or modify such Goods so that they becomes non-infringing, or (cc) recall such Goods and refund the purchase price paid by the Buyer therefor. Notwithstanding the foregoing, GTL will not be obligated to defend or indemnify, or be subject to any liability for, any Claim arising out of or related to (aaa) modification to or use or combination of any Goods by the Buyer or a third party without GTL's written consent, (bbb) use of an infringing Goods if non-infringing Goods are made available to the Buyer, (cc) continued use of any Goods after GTL provides notice to cease use of such Goods; or (dd) is based on the combination or use of any Goods with any other product, software, program or device not provided by GTL if such infringement would not have arisen but for such use or combination. The foregoing states the entire liability of GTL for patent, copyright, trademark or other infringement.

## **9. General**

(a) Any notice or other communication under the Agreement shall be in Writing and shall be considered given when (i) delivered personally, (ii) delivered electronically or by facsimile subject to telephonic or written confirmation of receipt, (iii) one business day after being sent by a major overnight courier for next business day delivery, or (iv) five days after being mailed by registered air mail, to the parties at such address as a party may specify from time to time.

(b) No waiver of any breach of any provision of the Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision.

(c) If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected thereby.

(d) The laws of the State of Florida (without giving effect to principles of conflicts of law) shall govern the Agreement. Any dispute, controversy or claim arising out of or relating to the Agreement or a breach thereof shall be finally resolved by arbitration with a single arbitrator, to be held in Broward County, Florida, in accordance with the commercial arbitration rules of the

American Arbitration Association, which shall administer the arbitration and act as appointing authority. Judgment upon the award of the arbitrator may be entered into in any court having jurisdiction thereof.

(e) These Conditions may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument. These Conditions may be executed by facsimile signature and facsimile signatures shall be fully binding and effective for all purposes and shall be given the same effect as original signatures. These Conditions shall not become effective until executed by each party hereto, whereupon it shall be deemed to have taken effect on the date first above written.

(f) Neither these Conditions nor any Contract may be assigned by a party without the prior consent of the other party, which shall not be unreasonably withheld or delayed, and any such assignment shall be void *ab initio*; except however, each party may assign these Conditions and/or any Contract without the other party's consent in connection with a sale of substantially all of the equity interests, assets or business of such party.

(g) Each party further agrees that the terms and provisions of this Agreement shall be interpreted simply in accordance with their fair meaning and not strictly or against any party.

(h) The section headings in these Conditions are for convenience only and shall not affect intended to define or limit the contents of said sections.