

NATIONAL INSTRUMENTS – GENERAL TERMS AND CONDITIONS

1. Material scope

1.1 The following terms and conditions shall be applied to all of our deliveries of software and hardware products (“the product(s)”), and to all of our services (“our service (our services)”) with which we provide our customers (“the Customer”).

1.2 We do not consider any other conditions different from the ones mentioned below as applicable, except for those that we have explicitly accepted in a particular case. We will consider these conditions as accepted at the time of our delivery or at the time the Customer accepts our services, at the latest.

2. Conclusion of the contract; requirements of the written form

2.1 The price offer that we have made does not have binding powers and shall not count as a contractual offer towards the Customer. The contract shall be concluded after our written confirmation.

2.2. Every agreement established at the time of entering into a contract is bound to a written form; any parallel or supplementary verbal agreement shall only have binding powers if we exclude the validation of the formal requirements specified here in writing.

3. Time of Delivery; Partial Delivery; Delays in Delivery. Non-delivery; Transfer of Rights

3.1. No delivery or service deadline has compulsory powers, except when a given date has been particularly affirmed.

3.2 We reserve the right to deliver or provide services partially, and to invoice them immediately, except in cases

where it would be a disproportionate disadvantage to the Customer.

3.3 We are entitled to terminate a contract if a necessary delivery does not arrive in from our suppliers for a reason beyond our control, however we shall furnish evidence of these conditions.

3.4 Our liability for damages in case of delayed delivery or services is limited to such typical damages that we could reasonably foresee at the beginning of our damaging activities, except for damages we caused due to deliberate or gross negligence, including such behavior of our employees or ancillaries as well. In lack of damages due to deliberate or gross negligence or in case of delayed delivery or performance, the amount of damages shall be limited to the legitimate default interest relating to the time of delay, taking the net price of the subject of contract for as a base. The amount of damages payable in case of default shall be restricted to double the net price included in the contract. At the time of defining the services and the value of these services, we considered the restriction of liability included in this contract. The Customer acknowledges, by signing the contract based on Section 2, that the disadvantages deriving from the limitation of the Supplier’s liability included in this contract are compensated by the specification of contractual service and consideration as an appropriate advantage.

3.5 The Customer is not entitled to transfer any of their claims without our previous permission, which consent will not be unreasonably withheld.

4. Software License/Maintenance

4.1 The relevant License Agreement shall be applied concerning softwares together with the conditions hereby.

4.2 In case we undertake to provide supplementary maintenance, the Customer shall pay the agreed price, as well as the costs and VAT. If we do not come to an agreement concerning the prices, we shall invoice our regular prices. Every maintenance activity takes place at our premises.

4.3 Only the Customer and their employees are entitled to ask for maintenance, including telephone product assistance as well. Maintenance is limited to the latest versions of softwares. We are entitled to employ subcontractors, or any other devices we find necessary for providing maintenance.

5. **Dispatching and the Transfer of Risk**

5.1 No mutually agreed form of transfer shall oblige us to deliver a product; we shall only dispatch the product, even if the delivery of the product is carried out by our transportation devices or our employees. We do not take out insurance on possible damages occurring in the course of transportation, except the Customer explicitly demands it at his own expense.

5.2 If the product is ready to be sent off but its dispatching is delayed for a reason beyond our control, risk shall be transferred to the Customer as soon as the Customer is notified about the state of the product being ready to be sent off. In this case, we are entitled to store the product at the Customer's expense. If the product is stored at our premises, we are entitled to charge the regular storage fees which shall not be less than 0.5 % of the price of the product for every month started. In the case of this transfer of risk, we only bear responsibility in case of deliberate damages or damages due to gross negligence. Any further rights are reserved.

6. **Prices and Conditions of Payment**

6.1 Our prices are net prices, they do not contain VAT. Our prices do not include delivery and other costs. In case we perform the installation of the software product and/or the education of the Customer, the prices of these services shall be invoiced separately.

6.2 We reserve the right to correct spelling mistakes and recognizable errors in calculations.

6.3 In case we perform the installation of the delivered product, in the absence of a counter-agreement, additional costs occurring on top of the agreed purchase price in connection with installation – especially costs of traveling and delivery - shall be borne by the customer.

6.4 Should our payment notices on previous invoices have no result, no discount is permissible.

6.5 We shall not accept bills of exchange. All foreseeable costs concerning bills of exchange and discounting costs shall be paid by the Customer in cash, without any delay.

6.6 The invoices shall be paid within 30 days from the time of receipt. If the payments have not taken place within this deadline, the Customer will be in default without any further notice. If the Customer is in delay concerning any performance, we are entitled to charge the default interest prescribed by law. We reserve our right to demand damages due to delay. The Customer is not entitled to use the subject of the contract or to alienate it, or claim technical support during the course of delay. However, the credit entry of the total amount contained in our invoice on our bank account or the arrival of this amount to us shall be considered as effective payment.

6.7 In case of non-payment 10 days after the date of maturity, all our claims deriving from our service and executed contractual product delivery shall become due with immediate effect, irrespective of the maturity date of the received exchange bill, except non-performance is due to circumstances beyond the Customer's control. The same applies to cases when we ascertain that the Customer is in such bad financial circumstances that the fulfillment of their financial obligations is uncertain, which was not foreseeable when the contract was concluded, even if the Customer has suspended all his settlements. The occurrence of the aforementioned conditions simultaneously entitles us to fulfill deliveries only in case of prepayment or providing collaterals.

6.8 The Customer may only offset claims which grounds have been determined by a final decision or if they are not disputed.

7. Retention of Title

7.1 We reserve the title of ownership of the products until the Customer pays off the due sum in full including supplementary costs (invoiced fees, interests, etc.), and until the Customer has fulfilled each claim emerging from the business relationship in a satisfactory measure.

7.2 If the Customer defaults in paying the agreed prices or in other important contractual obligations, we are entitled to re-take the given product involved in title retention into possession immediately. In such cases the Customer shall provide us with immediate access to the product and do everything in order to help us exercise our right to repossess the product.

7.3 We retain all title to ownership without any limitation, and especially every copyright concerning any documentation, including drawings ("documentation") which we provide in

connection with the conclusion of this contract, unless we make an explicitly different statement.

8. Warranty, Liability/ Limits of the Process

8.1 We give a one-year warranty to the material and the construction of all our hardware products from the day of delivery. All our software products can be used according to the relevant content of the National Instruments License Agreement. Our software products will, for a 90 days term following delivery to the Customer, (provided they have been professionally installed onto our hardware products) (a) function according to the attached written material concerning their substantial characteristics, and (b) the data carrier onto which the software had been fixed will be flawless in its material and construction if used and maintained properly. Software products with software licensing will be exchanged within the valid term of the warranty or within 30 days, depending on which time-span is longer. The Customer shall obtain a Return Material Authorization Number from us before he returns the product to us with a guarantee claim. If we come to the conclusion during the testing and examination of the product that the product is not deficient, we notify the Customer and send the product back to him at his cost, together with the invoice for the charges for examination and testing. The guarantee is not valid if the deficiency of the product is due to accidents, improper usage, inappropriate application, modification of the product, improper calibration by the Customer, or the inability of the software to function with the software of a third party, using improper hardware or software keys, or unauthorized maintenance or repair.

8.2 We do not take any liability for lack of conformity if our products are used in any activity involving great risk or

extreme danger, for example application of nuclear power, space technologies, military or strategic applications, or medical or other interventions affecting the life of others or their bodily health – even at the time of the fulfillment of the contract – even if they were suitable. In case of such activities, products are only used at the exclusive risk of the Customer.

- 8.3 The only guarantee claim the Customer shall assert is the request for the repair of the deficient product, provided the relevant claim is laid during the guarantee period. The Customer is not entitled to enforce any guarantee claim over a one-year term following the aforementioned request.
- 8.4 The Customer shall check the delivered product and the performed service to detect possible deficiencies after the delivery of the product / after the performance of the service and report the deficiencies without delay, or within two weeks after the discovery of a possible fault, at the latest. Any report on a fault shall be forwarded in writing, describing the fault in detail. We are not responsible for any error discovered more than 2 years after the performance of the service.
- 8.5 The product deemed to be deficient shall be returned by the Customer. If the deficiency is confirmed, we refund the proven costs of the Customer emerging from the return of the product up to the cost of the cheapest possible way of delivery between the location or the Customer's headquarters and our premises. If we do not find any deficiency, the return costs and all costs concerning the examination of the product shall be borne by the Customer.
- 8.6 If a deficiency complaint is confirmed, we are entitled to decide whether to repair the product at our cost, or send a faultless product, or fulfill the default service without any flaws (fulfillment after complaints). The Customer is

entitled to choose between price reduction or termination of the contract, if the fulfillment following the complaint exceeds the deadline determined by the Customer in writing –at least of 8 weeks – or if we deny the fulfillment following the complaint, or the fulfillment of our choice is unacceptable for the Customer. Fulfillment following the complaint shall only be considered unsuccessful if there has not been any attempt to fulfillment within the specified term, or if the fulfillment after the complaint is proven to be unsuccessful and at least 4 weeks passed after the Customer stated that he would not accept the fulfillment after the futile expiration of the aforementioned time limit.

- 8.7 The Customer is entitled to demand damages if the damage is due to our deliberate or gross negligent conduct, including the actions of our legal representatives and co-actors. In case of a lesser degree of negligence, every claim for damages shall be restricted to an amount that could be foreseeable at the time of delivery of the product, or the fulfillment of the service. The liability for damages due to the deficiency of the product or the service shall be restricted to a maximum of double the price of the deficient part of the product, or to double the price of the deficient part of the fulfilled service. The provisions of this Section apply to claims for damages emerging from this contract or bilateral obligations arising from other title, including violations of obligations prior to the conclusion of the contract and responsibility based on Section 339 on the Civil Code. The starting date of the tortuous conduct is considered to be a relevant point of time concerning the predictability the occurrence of the damage. The aforementioned provisions shall not apply to claims based on the Act on Product Liability. Any other claim – be it based on a contract or other legal grounds – shall be excluded.

9. Warranty for Services

- 9.1 We give a guarantee for an appropriate and professional provision of our services. Apart from what is included in the preceding Clause and anything beyond the scope of those aforementioned, we do not give any guarantee concerning our services, including but not limited to any guarantee regarding the product of a third party or rather, any results attainable on the basis of our services or any recommendation given by us, especially including but not limited to any guarantee regarding the functioning, marketability, suitability, legal impeccability or suitability for any purpose of any of our products or services, any system emerging from the application of any suggestion we made.
- 9.2 In order to validate any claim arising from our provision of guarantee, we shall be notified on the deficiencies of our services in a written form within 90 days following the fulfillment of our services.
- 9.3 Limitation of liability. We do not take responsibility for any direct, indirect, accidental or consequential damages that arise concerning the fulfilled services or in connection with those, especially including but not limited to the loss of the applicability of products or other software, as well data respectively, including their unsuitability to achieve a certain defined result, even if we had been previously warned about the possibility of such damages, or if the damage was directly caused by a suggestion or an instruction given by us.
- 9.4 We limit our liability for damages arising from events connected with our services, or damages emerging from a series of events being in connection with each other, but not including claims concerning damages to life, security and health resulting from our services, to an amount corresponding to

the fees included in a separate written contract concluded between us and the Customer. These provisions apply to the sharing of risks written down in a separate contract concluded between us and the Customer. We define the prices of our products by taking the aforementioned sharing of risks and limitations of our liability into account.

- 9.5 Activities involving extreme danger. The Customer acknowledges and agrees that our services had not been tested and certified for use in systems involving great risks, including any application concerning life-sustaining medical systems, nuclear power, control of public or air transport, or any other application potentially dangerous to human life, and that we provide no guarantee that our services are suitable for any activity involving great risks.
- 9.6 Compensation. The Customer takes responsibility for any damage, debt, claim or procedure (and undertakes to pay a compensation to us or hold us harmless) which stem from the fact that (a) the Customer did not obtain the user licenses or intellectual property rights or any other permissions necessary for the support of our products or the fulfilling of our services, including but not limited to the rights for copying or reproducing a software provided by the Customer; or (b) the Customer made a false warranty statement concerning the possession of an export license or the unlicensed exportability of softwares or other products.

10. Infringement, Liability for Infringement

- 10.1 We shall take action at our own cost against any legal claim, arising from the sale of products, according to which the products, or any of their parts, infringe any patent, copyright or trademark registered in the United States, or in any of her fifty states or in the European Union, provided the claim does not emerge from the use of

products combined with products of manufacturers other than National Instruments or from the alteration of the products, furthermore the Customer shall immediately notify us following receipt of the legal claim and fully cooperate with us in the preparation of the defense strategy.

- 10.2 If the Customer provides us with the necessary authority, help and information necessary for the settlement of a legal dispute and legal defense, we shall bear all the damages concerning the case, furthermore expenses of the Customer incurring in connection with our written summons, provided that we are not responsible for any agreements that had been concluded without our previous written consent.
- 10.3 If the infringing nature of the products is proven and their usage will be prohibited, we shall upon our choice either (i) obtain the rights for the use of the products for the Customer, or (ii) exchange the products for other products not having an infringing nature, or (iii) recover the infringing products and repay the purchase price to the Customer.
- 10.4 The aforementioned provisions constitute the exclusive rights of the Customer enforceable against us therefore they comprise our entire liability in case of infringements of patent rights, trade marks or copyrights concerning products transferred on the basis of this contract. This limited liability substitutes all legal or compulsory guarantees, warranties prescribed by law in case of infringement.
- 10.5 The aforementioned provisions are not directed towards lawsuit commissions. If the claim is enforced against the Customer in a legal action by a third party, we are entitled to intercede for the Customer as intervener.

11. Restrictions concerning the Use of Products

We do not design our products to function as parts of implants to be implanted during surgical operations, or connected to those, or as parts of life-sustaining machines, the failure of which may cause serious injuries. In any application, including the above, the reliability of the operation of the software products can be impaired by adverse factors, including but not limited to fluctuations in voltage, computer hardware malfunction, fitness of the computer operating system, fitness of compilers and development software used to develop an application, installation errors, software and hardware compatibility problems, malfunctions or failures of electronic monitoring or controlling units, transient failures of electric systems (hardware and/or software), unanticipated use, misuse, or abnormalities due to the fault of the designer of the application (adverse factors such as these are hereinafter referred to as "system failures") Any application where a system failure would create a risk of harm to persons or property (including risk of bodily injury, and even death) should not be reliant solely upon one form of electronic system because of this risk. To avoid damage, injury or death, the designer of the application must take reasonably prudent steps to protect against system failures, including but not limited to back-up or shut-down mechanisms. Because each end user system is customized and differs from our testing platforms and because a user or application designer may use our products in combination with other products in a manner not evaluated or contemplated by us along with other products, the user or application designer is ultimately responsible for verifying and validating the suitability of our products wherever our products are incorporated in a system or

application including without limitation the appropriate design, process and safety level of such system or application.

12 Installation

- 12.1 Should we perform the installation, the Customer shall provide at his own cost and at the appropriate time, including without limitation (a) all equipment and materials required by the specific features of the location, e.g. scaffolding and mounting, elevating equipment, etc. (b) energy and water, including connections, heating and light (d) room for storage of products, other materials, tools, etc. (d) protective clothing and equipment required by any special attributes of the location.
- 12.2 The Customer shall voluntarily provide all information about hidden electric, gas and water pipes or any similar installations, as well as data concerning the foundation of the building and its static characteristics before the beginning of the installation.
- 12.3 If the installation is delayed due to circumstances beyond our reasonable control, the Customer shall bear all reasonable expenses arising from waiting time and additional traveling.
- 12.4 If we ask for the acceptance of work at the time of performance, the Customer shall comply with it within two weeks, in default of this the equipment shall be considered as accepted. If the equipment is to be used after an agreed testing phase, then it will also be considered as accepted.

13. Confidential Information

The Customer shall in any case – both during the performance of the contract and after its cessation – keep any commercial or technical information concerning our products as highly confidential in connection with any

third party, and especially is not entitled to provide our competitors with access to such information, even if the information was not expressly marked as “confidential”. This obligation of confidentiality shall not include information that had already been known by the Customer, or the public, or became public irrespective of the Customer after it was disclosed to the Customer, or was disclosed to the Customer by a third party, without the breach of any laws or obligation of confidentiality. The Customer shall bear the responsibility for fulfilling the obligation of confidentiality of his employees and their assignees.

14. Export Provisions

- 14.1 The Customer shall observe the export regulations of the Hungarian Republic concerning the services – also including the aforementioned technical information – under any circumstances, and comply with the export regulations of countries – especially those of the United States of America – that can be implemented. The Customer is solely responsible for following the changes in these rules.
- 14.2 The National Instruments products and services are subject to control under the export control laws of the United States of America. Customer explicitly agrees that it will not export, re-export or transfer the products or services via any means to any prohibited destination, entity or individual without the required export license(s) or authorization(s) from the U.S. Government. We reserve the right not to ship the products ordered if, at any time, we believe that such shipment may violate U.S. export control laws.

15. Place of Performance, Venue, Applicable Law

- 15.1 For the settlement of any legal dispute concerning this contractual relationship – with respect to the value of the matter

in dispute – the competent Pest Central District Court and the Metropolitan Court of Budapest shall have exclusive venue. However, we reserve the right to enforce our claims before the competent court according to the registered seat of the Customer.

- 15.2 The laws of the Hungarian Republic shall be applied to this contractual relationship. We explicitly exclude the application of the Convention on Contracts for the International Sale of Goods.

16. Miscellaneous

If any part of this contract shall be held to be illegal, the remaining parts shall still remain in full force and valid. This provision shall not be used if it constitutes an inequitable disadvantage to either of the parties.

The Customer declares by signing this document that he became familiar with the contents of the General Terms and Conditions before the disclosure of the order, and acknowledged and expressly accepted these conditions.

Among the conditions included in this contract, the provisions in Sections 3.1., 3.4., 4.2., 5.2., 6.8., and 8.6. are different from the usual contractual practice.

The Customer declares that he acknowledged the information on the conditions different from the usual contractual practice and expressly accepted them by signing this document.