

NATIONAL INSTRUMENTS
PROCUREMENT TERMS & CONDITIONS

1. SCOPE. The terms and conditions detailed herein (including all other NI terms and conditions referenced herein) apply to NI's purchase of goods as well as services and support ("Goods") from Seller. "NI" or "Buyer" means the National Instruments entity identified on the Order, or in the absence of an identified National Instruments entity, then National Instruments Corporation (a Delaware Corporation with headquarters at 11500 North Mopac Expressway Austin, Texas 78759-3504, U.S.A.). "Seller" or "You" means any individual, company or other entity that is to perform, or provide Goods under this purchase order. The purchase order to which these terms and conditions apply is only an offer by NI as specified on the face thereof to enter into a contract. Such purchase order and these accompanying terms and conditions are collectively hereafter referred to as the "Order" or "Purchase Order;" however, in the event of a conflict between the terms and conditions of a purchase order and those outlined herein, the terms and conditions of the purchase order will control. THIS ORDER SHALL APPLY UNLESS NI AND SELLER HAVE ENTERED INTO A SEPARATE SIGNED AGREEMENT APPLICABLE TO THE PURCHASE OF THE GOODS. By performing the NI Order, Seller agrees to be bound by the terms of this Order. NI EXPRESSLY OBJECTS TO AND REJECTS, AND SELLER EXPRESSLY WAIVES, ANY TERMS AND CONDITIONS IN SELLER'S QUOTE, ORDER ACKNOWLEDGEMENT OR OTHER SIMILAR DOCUMENT. IF YOU, THE SELLER, DO NOT AGREE WITH THESE TERMS, PROMPTLY NOTIFY NI AND SUSPEND THE PERFORMANCE OF THE ORDER.

SERVICES. In case the Order purports to the provision of Services to NI, the provisions of Schedule 1 to these terms shall govern the Order in addition to the terms herein.

2. PRICES AND PAYMENT. The price paid by NI for the Goods shall be stated on the face of this Order. Seller is not to process this Order at a price higher than shown on the face of this Order without express prior written authorization from Buyer. If Seller is not in full agreement with price and payment terms indicated herein, Seller will notify Buyer in writing before proceeding with Order. Seller will give Buyer benefit of any price reduction made by Seller during the time period of this Order, such reduction to apply on quantities undelivered as of the date of such reduction. Unless otherwise stated on this Order, payment terms shall be net thirty (30) days from the invoice date. If NI makes any payment within ten (10) days of the receipt of the applicable invoice, NI will receive a two percent (2%) discount from such invoice (2% 10, net 30 days).
3. PURCHASE ORDER CONFIRMATION AND ACCEPTANCE. All communication, technical guidance and instructions relating to this Order shall be accomplished directly between NI and Seller. Purchase Order confirmations have to be sent back within two (2) business days from issuance of the Order from NI.

Any of the following acts constitutes Seller's acceptance of the terms and conditions of this Order: (i) Seller's initiation of performance under this Order, (ii) Seller's acceptance of any payment by NI hereunder or (iii) Seller's failure to partially or fully reject such Order within two (2) business days of the issuance of an Order. Buyer in its sole discretion and with no obligation to compensate Seller may revoke the Order prior to the confirmation of Seller. The contract between NI and Seller shall only be established on the basis of NI's Order and Seller's acceptance.

4. **BLANKET PURCHASE ORDER.** Quantities of Goods listed on a blanket Purchase Order are non-binding estimates only. As such, they are not a commitment by Buyer to purchase and are subject to change. A blanket Purchase Order (BPA) has been created to support an automated release process (“BPA Release”). Shipments against a blanket Purchase Order are only authorized through an actual BPA Release. Only a BPA Release shall constitute an offer by NI to buy from Seller, in accordance with these terms and conditions, the quantities of goods listed therein.
5. **PRODUCT CHANGE NOTIFICATIONS.** From the time this Order is accepted by Seller until all Goods ordered hereunder are provided and accepted by NI, Seller shall provide NI with advance written notice in the form of a written product change notice (PCN) sent to pcn@ni.com to communicate any changes to the Goods sold under this Order, or the processes used to produce the Goods, that in any way affect the part’s electrical or mechanical characteristics, manufacturing location, or end-of-life status (“Changes”). Further, prior to accepting this Order, Seller shall provide NI with a PCN identifying any Changes made to the Goods to be sold under this Order since the last time NI purchased those Goods from Seller. Seller shall not make any Changes to custom fabricated items without first obtaining an engineering change order (ECO) issued by NI. If Seller fails to comply with this Section, it shall reimburse NI for all costs arising from the removal, repair, replacement, reinstallation of parts or products, the inspection costs, cost of employees (including any applicable overtime), and any increased shipping charges associated with such removal, repair, replacement or reinstallation.
6. **SECURITY NOTIFICATIONS.** Seller shall notify NI in writing of any security defects in the Goods (including in any software, code or firmware included in the Goods or provided by Seller for use with the Goods) discovered by, or reported to, Seller, within fourteen (14) calendar days from the date of discovery. To report a security defect, Seller should follow the process detailed at ni.com/security.
7. **REPORTING TO THE HUNGARIAN ELECTRONIC PUBLIC ROAD TRADE CONTROL SYSTEM** (Applicable to shipments from a European Union Member State to Hungary). Seller shall notify NI one (1) working day prior to the shipment of the Goods to NI by sending the completed EKAER Shipment Report Form (Form to be provided by NI) via e-mail. Seller shall not dispatch the shipment of the Goods prior to receipt of NI’s approval. NI shall notify Seller whether the consignment is subject to reporting to EKAER or not. Should the consignment be exempted from reporting to EKAER, Seller may dispatch the shipment of the Goods ordered; however, Seller shall attach a copy of the EKAER Shipment Report Form to the shipping documentation. Should the consignment be reported to the EKAER, Seller shall (a) wait until NI provides Seller with the acquired EKAER number, (b) print out the EKAER number communicated by NI and attach it to the shipping documentation of the Goods, (c) notify the carrier and NI that the Goods may be loaded, and (d) dispatch the shipment of the Goods only after all the foregoing steps are completed.
8. **PACKAGING, SHIPPING AND INVOICING.** In order to insure uniform packaging and minimize damage to Goods and to endeavor to secure the lowest transportation costs, all Goods purchased under this Order must be packaged in a fashion that suitably protects the Goods, including protection against electrostatic discharge and moisture as appropriate. Failure to comply with this packaging requirement may result in damage to the Goods which may, at NI’s sole discretion, result in the Goods being deemed nonconforming by NI. Goods returned for packaging non-compliance and/or shipping damage may be returned to Seller, at Seller’s expense, for a full refund. Seller will not charge extra for boxing, packing, cartage or other similar items unless

previously agreed to in writing. Buyer's Order number and part number (if applicable) must be plainly marked on all invoices, packages, packing slips included with material, shipping documents, and correspondence. Seller shall also comply with all country of origin marking instructions. A separate invoice shall be issued for each shipment and all invoices must show net or cash discount terms. Goods on this Order must not be billed with those on other orders. Unless otherwise specified in the Order, no invoice shall be issued prior to shipment of Goods and no payment will be made prior to receipt and acceptance of Goods and correct invoice. Unless freight and other charges, where applicable, are itemized, discount will be taken on full amount of invoice.

9. PLACE OF PERFORMANCE, PASSING OF THE RISK AND TITLE, DELIVERY AND INSPECTION. Shipping terms as set forth on the face of this Order shall govern. Without prejudice to any Incoterms specified on the Order the place of performance for all deliveries shall be Buyer's ship-to address identified in the Order. The performance of the Order shall be deemed as incomplete until Seller delivers all documents or provides information necessary for utilizing and maintaining the Goods delivered or otherwise prescribed by law. Risk of loss transfers to Buyer per the Incoterms specified on the Order or in absence of such Incoterms when the Goods are fully and finally accepted by Buyer. Title of the Goods delivered shall pass to Buyer without any limitations and encumbrances once the delivery or service item is transferred. Time of delivery is of the essence against this Order. Delivery shall not be deemed to be complete until Goods have been actually received and accepted by Buyer, notwithstanding any agreement to pay freight or other related charges. NI applies "Dock Dates" on its orders which means the date when the shipment has to arrive at the ship-to address identified in the Order. Seller shall calculate with transit time from its location to achieve on time delivery (above) accordingly. Seller shall immediately notify Buyer if unable to meet the time of delivery. If it appears that Seller will not meet the time of delivery indicated on the Order, Seller shall, if requested by Buyer, ship Goods via airfreight or other expedited routing to avoid or minimize delay to the maximum extent possible, at Seller's expense. NI may, at its discretion, deem Goods delivered outside of the applicable time of delivery to be nonconforming and may either return such Goods to Seller, at Seller's expense, for full refund; agree to a revised time of delivery; or cancel this Order or remainder thereof without liability, purchase the Goods elsewhere, and charge Seller with any loss incurred through Seller's failure to meet the time of delivery. Acceptance by Buyer of a later delivery of either the whole or a part of the Order shall not constitute a waiver of Buyer's claim for any damage that the late delivery may have caused. All Goods are subject to a final inspection and acceptance at destination, notwithstanding prior payments or inspection at source. Buyer reserves the right to perform source inspection and conduct quality audits at Seller's location with reasonable prior notification. Buyer at its own discretion may also choose to correct the defects himself at Seller's expense in particularly urgent cases or if time is of essence.
10. CHANGES. From the time this Order is accepted by Seller until all Goods ordered hereunder are received and accepted by NI, Seller shall not change the specification of the Goods without NI's prior written consent. Buyer may at any time, by written order, make changes within the general scope of this Order in any one or more areas: (1) drawings, designs and specifications, (2) method of shipment, (3) place of delivery, inspection and acceptance, (4) reasonable increases or decreases in quantity, and/or (5) reasonable changes in the time of delivery. Seller shall immediately perform any such changes to this Order; provided, however, if such a change causes an increase or decrease in cost or time required for the performance of this Order, these factors are to be negotiated in writing with Buyer prior to effecting the change.

11. **TERMINATION.** Buyer may at any time terminate this Order, in whole or in part, by written notice to Seller. Seller shall thereupon as directed, cease work and deliver to Buyer all completed and partially completed Goods, articles or materials and works in progress, and Buyer shall pay Seller the following:
- (a) The price stipulated in this Order for all Goods, articles or materials which have been completed and accepted by NI prior to such termination.
 - (b) Actual expenditures made by Seller in connection with the uncompleted portion of this Order including reasonable cancellation charges paid by Seller on account of commitments made under this Order; provided, however, that NI's liability under this Section shall not exceed the price stipulated in the Order.

12. **DEFAULT AND FORCE MAJEURE.** In the event Seller shall fail to comply with any of the terms and conditions herein, Buyer may terminate this Order in full or in part, and may consider such non-compliance as a breach of this Order. In addition to any remedies provided for hereunder, Buyer expressly reserves the right to pursue any and all remedies and to recover any and all damages available to it, whether available under law or in equity, in the case of any breach of this Order or these terms & conditions. No act of Buyer, and no failure to act of Buyer, shall constitute a waiver of any such right or remedy. Buyer may cancel this Order in whole or in part by written notice in the event that any proceedings are instituted by or against either party in bankruptcy or insolvency under any provision of applicable bankruptcy laws or in the event of any assignment for the benefit of creditors.

Force Majeure or acts of nature shall only release Seller from the obligation to perform the Order during the period of Force Majeure if Buyer is informed as soon as possible but not later than 2 business days of occurrence of these circumstances. If Seller fails to provide any remedy plan or solution within the reasonable period as requested by NI, NI may suspend or cancel this Order without any liability to Seller.

13. **WARRANTIES.** Seller warrants that all Goods delivered under this Order (i) have the characteristics, qualities and features specified in this Order, (ii) conform to their published specifications, (iii) conform to Buyer's specifications, drawings and approved samples, if any, (to the extent that they conflict with any published specifications, Buyer's specifications, drawings and approved samples control), and (iv) will be of good material and workmanship and free from defects for a period of one (1) year from the date NI accepts the Goods, the Seller's warranty period, or the maximum period permitted under applicable local laws, whichever is longer. If any of the delivered Goods do not conform to the Order or the specifications, have defects or are found not to have promised qualities, Seller shall be informed within a reasonable time by means of a written report by Buyer and Seller shall either repair or replace such Goods upon Buyer's instructions. If the Goods cannot be repaired or replaced, then Seller shall refund the full amount of the price paid by Seller for such within fourteen (14) days. For replacement and repaired Goods, Seller shall provide the same warranty and be liable to the same extent as for the originally shipped Goods. Buyer, without limitation to its other rights and in its sole discretion, may deem as nonconforming any goods containing counterfeit parts, defective materials or workmanship; not conforming to Buyer's specifications, drawings, and approved samples, if any; or which are not as ordered. Buyer, in addition to its remedies under the laws applicable pursuant to Clause 17 below, may reject such defective or non-conforming Goods, require correction, charge Seller with any loss incurred or accept them with an equitable adjustment in price. No replacement of defective

or nonconforming Goods shall be made by Seller unless approved in writing by Buyer. Rejected, repaired or replaced Goods shall be returned at the expense and risk of Seller.

Seller warrants that all Goods are delivered free and clear of any liens, claims and encumbrances and that Buyer will have marketable title to the Goods when delivered.

Seller represents and warrants that, to Seller's knowledge: (i) the Goods (including any software, code or firmware included in the Goods or provided by Seller for use with the Goods) do not contain or generate any (1) programs, software or code which is subject to a license that requires, or purports to require, as a condition of use, modification, or distribution, that (A) the code that is or could become subject to the license be disclosed or distributed in source code form, or (B) others have the right to modify or create derivative works of the code that is or could become subject to the license, or (2) computer "viruses," "worms", "trap doors" or other programs, software, information, instructions, code or commands designed or likely to cause damage to, or enable or facilitate unauthorized access to, software, data, or files.

Seller represents, warrants and agrees that all information provided by Seller to NI pursuant to requests for information or records regarding any of the following is, to Seller's knowledge, accurate, current and complete when provided to NI: compliance with the provisions of Sections 24, 25 or 26; audits; supplier surveys; and Goods (including any software, code or firmware included in the Goods or provided by Seller for use with the Goods).

14. **GOODS PROCURED FOR RESALE.** Should the Order indicate that Buyer procures the Goods for resale, Seller acknowledges and agrees that NI may pass on to the ultimate buyer of the Goods the support, warranty, indemnity and all rights eventually stemming from breach of contract. As a result of the foregoing the end-user of the Goods shall have the right to directly request warranty, repair and support from Seller and claim remedies from Seller in connection with the Goods.
15. **INTELLECTUAL PROPERTY LIABILITY.** Seller warrants that any Goods sold and delivered hereunder, and that any services provided hereunder, shall not infringe any patent, copyright, trademark, trade secret or other intellectual property right, and that no claim of any such infringement has been made or threatened. In the event of an infringement claim, in addition to all other rights and remedies, Buyer may request Seller to procure the right for Buyer to continue using the affected Goods and services or modify them without affecting their functionality so that Buyer may continue using and selling the Goods and services without any interference. Buyer may also elect to terminate the Order with any paid amount fully refunded by Seller.
16. **INDEMNIFICATION. SELLER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BUYER, BUYER'S AFFILIATES, AND BUYER'S AND BUYER'S AFFILIATES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "CLAIMS") ARISING FROM OR INCURRED IN CONNECTION WITH ANY GOODS (INCLUDING ANY SOFTWARE, CODE OR FIRMWARE INCLUDED IN THE GOODS OR PROVIDED BY SELLER FOR USE WITH THE GOODS) OR SERVICES, OR SELLER'S FURNISHING OF ANY GOODS (INCLUDING ANY SOFTWARE, CODE OR FIRMWARE INCLUDED IN THE GOODS OR**

PROVIDED BY SELLER FOR USE WITH THE GOODS), OR SERVICES, INCLUDING: (A) CLAIMS ALLEGING OR ARISING FROM PERSONAL OR BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY; (B) CLAIMS ALLEGING OR ARISING FROM INFRINGEMENT OF OR VIOLATION OF RIGHTS UNDER ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OTHER INTELLECTUAL PROPERTY RIGHT EXCEPT TO THE EXTENT THAT THE SUBJECT GOODS ARE MANUFACTURED OR THE SUBJECT SERVICES ARE PERFORMED, PURSUANT TO A DESIGN SPECIFIED BY BUYER IN WRITING AND SUCH DESIGN IS THE REASON FOR SUCH INFRINGEMENT OR VIOLATION; AND (C) CLAIMS (WHICH, FOR PURPOSES OF THIS CLAUSE (C), SHALL ALSO INCLUDE FINES AND PENALTIES) ALLEGING OR ARISING FROM ANY FAILURE OF SELLER TO COMPLY WITH ANY PROVISION OF SECTIONS 24, 25, OR 26; REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF BUYER, BUYER'S AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS. Buyer agrees to notify Seller promptly of any such claim or action after Buyer itself receives written notice of any such claim or action.

17. **BUYER'S PROPERTY.** All tools, patterns, specifications, drawings, designs, software, code, firmware or other property furnished or paid for by Buyer for Seller's use in filling this Order shall remain the property of Buyer, and Seller shall not use the same in connection with any other customer's work. Seller shall be responsible for and shall safeguard all secret, confidential or restricted matters disclosed by Buyer to Seller. All tools, patterns, specifications, drawings, designs or other property, technical or business information supplied by Buyer to Seller shall be deemed to be confidential and so kept by Seller during the performance of the Order and after the fulfillment of the Order.
18. **TOOLING/TEST FIXTURE EQUIPMENT.** By accepting a Tooling/Equipment Order the Seller agrees to the following:
 - Title to such tooling/equipment vests solely with NI.
 - To permanently identify and mark tooling in order to provide Seller and NI or NI-designated third party representative(s) the ability to easily identify such tooling.
 - To store, maintain and otherwise ensure that tooling/equipment is in working order for original purpose intended.
 - To surrender and/or ship all tooling/equipment as instructed by NI with no tooling removal charges to be incurred.
 - The tooling/equipment shall be used solely for the benefit of NI. As such, items may not be produced from NI-owned tooling for any purpose other than NI exclusive benefit without NI's written authorization.
 - All risk of loss or damage to tooling/equipment shall be borne by Seller until such tooling has been returned to NI.
 - Any tooling disposition instructions shall be provided only by written agreement from NI.
 - Tooling life shall be provided by the Seller, in writing, upon receipt of this Tooling/Equipment Order.
19. **CHOICE OF LAW.** The validity, performance, and construction of this Order shall be governed by the laws of the following applicable jurisdiction, with the following court as the exclusive venue for all legal disputes, based on the applicable NI entity, exclusive of any provisions of the United

Nations Convention on the International Sale of Goods, and without regard to principles of conflicts of law. If the NI entity, is: (i) National Instruments Corporation (or any other entity not listed in the following clauses (ii) or (iii)), then the laws of the State of Texas, U.S.A. apply and parties submit to the personal jurisdiction of the state and federal courts in Travis County, Texas, USA, (ii) NI Hungary Kft., then the laws of Hungary apply and parties submit to the personal jurisdiction of the competent courts sitting in Debrecen, Hungary, or (iii) NI Malaysia Sdn. Bhd. then the laws of Malaysia apply and the parties submit to the personal jurisdiction of the courts in Malaysia.

20. ASSIGNMENT. Seller shall not assign, delegate or sub-contract this Order to any other party without the prior written consent of Buyer. If given Buyer consent, Seller is not relieved of any of its obligations under this Order. NI may attach conditions to the giving of its consent. Seller shall have full responsibility for any agent it employs for the performance of this Order.
21. AUDIT. Buyer and its authorized representatives shall have the right, during Seller's regular business hours, to inspect, audit, and/or copy any records (including, but not limited to, receipts, vouchers, orders, invoices, timesheets, sales tax payment records, memorandum, and/or any other documentation) pertaining to Seller's (and/or its agents' and subcontractors') performance of this Order.
22. CONFIDENTIALITY. Seller shall in any case – both during the performance of the Order and after its cessation – treat any commercial or technical information concerning this Order as confidential, even if the information was not expressly marked as “confidential”, with the same degree of care that it uses to protect its own confidential information. Seller further agrees not to disclose any such information to others, and not to use any such information for any purpose other than performance of its obligations under this Order, unless Buyer first consents in the form of a writing signed by an authorized officer of Buyer. This obligation of confidentiality shall not include information that had already been known by Seller, or the public, or became public irrespective of Seller after it was disclosed to Seller, or was disclosed to Seller by a third party, without the breach of any laws or obligation of confidentiality. Seller shall bear the responsibility for ensuring their personnel comply with the confidentiality obligations.
23. GENERAL. Any notices required or permitted to be given pursuant to this Order will be given in writing and sent by registered or certified mail, return receipt requested. or by a reputable express courier service providing a delivery receipt. To be effective, notices to NI must be delivered to both National Instruments Corporation's headquarters address set forth above in these terms & conditions and to the address of the National Instruments entity identified on the Order, and notices to Seller may be delivered to any address that NI has for Seller unless Seller has given notice to NI as described above of another address that NI must use for notices to Seller, in which case notices to Seller must be delivered to that address in Seller's notice. Whenever a notice or request is required to be given at or prior to a particular time, such notice or request must be actually received by the party to whom it is requested to be given. Seller agrees not to use the name of Buyer or to quote the opinion of any of Buyer's employees in any advertising or publicize any Order without obtaining the prior written consent of Buyer. Buyer may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of business. The remedies provided herein to Buyer are cumulative and in addition to any remedies at law. No waiver by Buyer of a breach by Seller hereunder shall constitute a continuing waiver of such breach. Buyer and Seller are independent contractors. This Order does

not create any partnership, joint venture, agency, or teaming relationship. As used in these terms and conditions, the word “including” means “including without limitation”.

24. SEVERABILITY. If individual terms of this Order are or became ineffective and/or void, either as a whole or in part, this fact shall have no effect on the validity of the remainder of the Order unless the Order cannot be completed without the ineffective/voided terms. The parties agree to replace the ineffective/voided terms by one that serves the purpose of the Order as closely as possible.

25. COMPLIANCE.

General: Seller shall comply with all applicable state, federal and local laws and regulations, including all applicable: (a) tax laws; (b) laws regarding forced labor and human trafficking; and (c) laws dealing with improper or illegal payments, gifts and gratuities. Seller agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Order. In addition, Seller shall comply, and require its suppliers, contractors and subcontractors to comply, with the NI Supplier Code of Conduct (which can be found at <http://www.ni.com/pdf/misc/us/supplier-code-of-conduct.pdf>) and the labor, health and safety, environmental, and ethics standards of the most current version of the Responsible Business Alliance (formerly known as the Electronic Industry Citizenship Coalition (EICC)) Code of Conduct. Seller warrants that it has established an effective program to ensure that the activities of any suppliers it utilizes to provide any Goods that will be incorporated into the Goods supplied under this Purchase Order will be conducted in conformance with this Section.

Seller Personnel. Neither Seller nor any of Seller’s personnel shall be an employee of NI for any purpose. With respect to Seller and Seller’s personnel, Seller shall have sole responsibility for each of the following obligations, and Seller shall timely pay and discharge all such obligations: (a) payment of worker’s compensation, disability, medical, and/or other similar benefits; (b) unemployment and other insurance; (c) withholding income and reporting wages; and (d) all income and other taxes, and social security; as to any governmental authority, and in accordance with all applicable laws, statutes, and regulations. Buyer shall have no obligation to pay any contributions on behalf of Seller or Seller personnel to social security, unemployment insurance, federal or state withholding taxes, or provide any other contributions or benefits that might be expected in an employer-employee relationship. Neither Seller nor any person performing services under this Order shall be entitled to participate in any Buyer, or any Buyer affiliate, employee benefits program, including employee insurance and retirement programs. Neither Buyer nor any Buyer affiliate shall carry worker’s compensation insurance or any health or accident insurance to cover Seller or any Seller personnel.

Security of the Supply Chain: Seller agrees that it will review and observe the requirements applicable to the U.S. Customs-Trade Partnership Against Terrorism (CTPAT) certification program as validated by U.S. Customs and Border Protection to the Buyer and/or stemming from the Authorized Economic Operator (AEO) status of the Buyer. Seller warrants and agrees that it shall take all the necessary steps to ensure the security of Buyer’s supply chain. Seller also warrants that the Goods manufactured, stored, forwarded and delivered under this Order are manufactured, warehoused, prepared and loaded on safe business premises, safe loading and transportation areas and at the same time are protected against illegal interference in the course of manufacturing, warehousing, preparation, loading and shipping including any business partner

acting on behalf of the Seller. Seller may only employ reliable employees in the course of this Order. Additionally, Seller shall promptly provide security declaration upon request including security measures implemented by Seller with respect to the Goods provided to Buyer hereunder.

Export and Import Laws: Seller warrants that it understands and will fully comply with all applicable export, re-export, and import laws, regulations, orders and policies. Seller will secure all necessary government clearances, licenses, authorizations, and exemptions, and it will make all required filings and disclosures related to the transfer of the Goods hereunder. Seller warrants and agrees that the Goods sold to Buyer under this Order are not subject to Anti-Dumping Duty (ADD) or Countervailing Duty (CVD) actions, and Seller will promptly notify Buyer in writing if Seller becomes aware of any such actions.

Seller must provide Buyer with export control information, the country of origin and export classification codes for Goods supplied pursuant to this Order. This information may be provided in the commercial invoice and packing slip, or other method as agreed upon by the parties in writing. The export classification codes shall include, as applicable, the Export Control Classification Number (ECN), the Harmonized System (HS) Tariff Codes, and the country under which each provided export code is assigned. The information provided by Seller under this paragraph must be sufficient to satisfy applicable trade preferential agreements and customs agreements. Seller shall notify Buyer of any changes promptly in writing.

Seller shall provide a standard certificate of origin, and other possible product and/or shipping elements to comply with specific export, import, and security laws and regulations, within a reasonable period, upon written request from Buyer.

RoHS: Seller warrants and agrees that the Goods sold to Buyer under this Order and specified to be "RoHS Compliant" shall be fully compliant with the European Union Directive No. 2011/65/EU on the Restriction of Hazardous Substances, as amended by Commission Delegated Directive (EU) 2015/863 or any future amendments ("EU RoHS"). Upon Buyer's request, Seller shall promptly provide Buyer with access to all necessary information and records evidencing the Goods' EU RoHS compliance, including the EU declaration of conformity and information about the RoHS exemptions used. Additionally, Seller shall promptly provide material declarations upon request with respect to the Goods provided to Buyer hereunder.

CE Marking: Seller represents and warrants that all Goods provided by Seller to NI under an Order conform with all applicable laws related to product safety, electromagnetic compatibility, low voltage equipment, radio equipment and wireless, and restriction of hazardous substances, including the applicable Conformité Européenne ("CE") related Directives of the EU. Seller will affix the applicable regulatory mark on goods as required, including the CE mark. Upon Buyer's request, Seller will provide all documentation required by such regulations, including the Declarations of Conformity, technical files and any other documentation regarding interpretations of limitations or exclusions.

REACH: Seller warrants and agrees that each chemical substance or its preparations on their own or contained in Goods sold or otherwise transferred to Buyer is pre-registered if required, and registered if required, under Regulation (EC) No 1907/2006 ("REACH"), is not restricted under Annex XVII of REACH and if subject to authorization under REACH, is authorized for Buyer's use.

Seller shall notify Buyer if it decides not to pre-register or register substances that will be subject to registration under REACH and that are contained in Goods supplied to Buyer or supplied to Buyer on their own at least 12 months before their registration deadline. Upon request from Buyer, Seller shall provide Buyer with access to all relevant information on substances meeting the criteria under REACH Annex XIV (the “candidate list”) including the name of the substance, where the substance is used, and sufficient information to allow Buyer to safely use the Goods or fulfill its own obligations under REACH. If any Goods sold or otherwise transferred to NI hereunder contain hazardous materials, Seller shall identify hazardous materials contained in Goods delivered to Buyer and provide Material Safety Data Sheets (“MSDS”) for such Goods.

Batteries: Seller warrants that the Goods sold to Buyer under this Order shall be fully compliant with the European Union Directive No. 2006/66/EC on batteries and accumulators and waste batteries and accumulators (“Batteries Directive”). Seller also declares that all Goods delivered to Buyer do not contain any of the restricted substances above the legal threshold limits as specified in Article 4 of the Batteries Directive and are marked as specified in Article 21 of the Batteries Directive and in the supplementary provisions laid down by the respective body of the EU, unless the Goods are exempted from the marking requirement. Seller warrants that all lithium batteries sold to NI either separately or incorporated into Goods comply with the appropriate IATA regulations, including UN3480, UN3481, and UN3090, and will be transported accordingly,

Data Protection: (1) Seller represents and agrees that any data (including personal data of Seller, its representatives, employees or agents) that is transferred or otherwise provided to NI in the context of definite or planned commercial transactions with Seller (e.g. name, contact details, title, professional background, field of expertise, product interests, etc.; hereinafter: “Seller Data”) is data that is generally made available to businesses in the normal course of Seller’s business operations and is regarded as data related to, and provided in the context of, the professional activity of such representatives, employees, agents, and of the Seller. Seller hereby agrees on its own behalf and on behalf of its representatives, employees and agents that NI may, in accordance with applicable laws and regulations, (i) use such Seller Data for the purposes of account and contract administration and for the development of the business relationship with Seller and its affiliates, and (ii) transfer such Seller Data to other National Instruments companies and partners including those located outside the European Economic Area for the purposes specified in point (i) above. Seller hereby warrants that all Seller Data have been collected processed and transferred to NI in full compliance with all applicable data protection laws and regulations, and Seller shall defend, indemnify and hold NI and its affiliates harmless from any claim of any third party or any enforcement action from any authority that originates from or relates to the processing of the Seller Data. (2) To the extent Seller is given access to any personal data controlled by NI, Seller shall keep such data in confidence, shall protect such data in full compliance with applicable data protection laws, may not (without NI’s prior written consent) disclose the data to any third parties, and shall only use such data for the purposes of performing its contractual duties under NI’s instructions

Environmental Product Fee (applicable to Hungary): Should Seller be liable for the payment of the environmental product fee in respect of the goods sold to Buyer under this Order under the applicable Hungarian regulations, Seller shall fully comply with all of its obligations existing under the applicable environmental product fee regulations. Upon Buyer's request, Seller shall promptly provide Buyer with access to reasonable information and records evidencing Seller’s compliance with its obligations under the applicable environmental product fee regulations.

Responsible Sourcing of Minerals: If the Goods provided by Seller contain tantalum, tin, tungsten and gold, Seller shall have a policy in place to identify if these minerals are procured from refiners or smelters that have been verified as conflict free or originate from scrap or recycled material. Seller shall exercise due diligence on the source and chain of custody of these minerals and provide its due diligence measures and data to NI upon request.

Record Retention: Seller agrees to retain records evidencing the compliance of the Goods with all the applicable laws for a period of at least 10 years after the last supply of the Goods.

Insurance: To the extent that Seller agrees in writing to maintain insurance, Seller agrees to maintain such insurance and to provide to NI certificates, and copies of endorsements or policies, evidencing that such insurance requirements are met, as NI may reasonably request from time to time.

Certain Prohibited Sources. With respect to the Goods provided under this Order, Seller warrants and agrees that it shall not provide or use products, equipment, systems or services, that are produced by, or that use equipment, products, or parts produced by, Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any subsidiary or affiliate of such entities ("Prohibited Entities"). If Seller is providing Services, such Services shall not use any equipment, system or service that uses equipment or services produced or provided by a Prohibited Entity. If Seller discovers the use of equipment, services, products, or parts, produced or provided by a Prohibited Entity, Seller must report such information to Buyer within one (1) business day from the date of such discovery.

26. COUNTERFEIT PARTS. Seller further represents and warrants that only new and authentic materials are used in Goods delivered to Buyer and that the Goods delivered do not contain counterfeit parts. No material, part, or component other than a new and authentic part shall be used unless approved in advance in writing by Buyer. To further mitigate the possibility of the inadvertent use of counterfeit parts, Seller shall only purchase authentic parts/components directly from the Original Component Manufacturers (OCM) or Original Equipment Manufacturer (OEM) through an OCM/OEM authorized distribution chain. Seller must make available to Buyer, at Buyer's request, documentation that authenticates traceability of the components to that applicable OCM. Buyer's approval of Seller request does not relieve Seller's responsibility to comply with all requirements under this Order, including the representations and warranties in this paragraph. For avoidance of doubt "counterfeit part" shall mean (1) an unauthorized copy or imitation, or substitute that has been identified, marked, and/or altered by a source other than the item's legally authorized source and has been misrepresented to be an authorized item of the legally authorized source and/or (2) previously used parts provided as "new."

27. US GOVERNMENT CONTRACTS

27.1 US GOVERNMENT CONTRACTS. If this Order relates to the performance of a U.S. Government prime contract or subcontract, the Federal Acquisition Regulations, Defense Federal Acquisition Regulation Supplements and other regulations referenced below in effect on the date of this Order, and any additional Federal Acquisition Regulations, Defense Federal Acquisition Regulation Supplements included in Buyer's higher-tier prime contract or subcontract ("U.S. Government

Procurement Regulations”) are incorporated herein by reference to the extent applicable. Where applicable, the terms “government,” “Contracting Officer”, and similar terms in clauses below shall mean Buyer and the term “Contractor” and similar terms shall mean Seller. The U.S. Government Procurement Regulations will apply to Seller as though Seller were a prime contractor, and in such manner as will enable Buyer to meet its obligations arising out of its higher-tier prime contract or subcontract.

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications, and Video Surveillance Services or Equipment.
- (v) 52.219-8, Utilization of Small Business Concerns
- (vi) 52.222-21, Prohibition of Segregated Facilities
- (vii) 52.222-26, Equal Opportunity
- (viii) 52.222-35, Equal Opportunity for Veterans
- (ix) 52.222-36, Affirmative Action for Workers with Disabilities
- (x) 52.222-37, Employment Reports on Veterans
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act
- (xii) 52.222-41, Service Contract Labor Standards
- (xiii) 52.222-50, Combating Trafficking in Persons
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements
- (xvi) 52.222-54, Employment Eligibility Verification
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706
- (xix) 52.224-3, Privacy Training
- (xx) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels
- (xxi) 252.204-7000, Disclosure of Information
- (xxii) 252.204-7015, Notice of Authorized Disclosure of Information for Litigation Support
- (xxiii) 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
- (xxiv) 252.223-7008, Prohibition on Hexavalent Chromium
- (xxv) 252.244-7000, Subcontracts for Commercial Items
- (xxvi) 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System
- (xxvii) 252.246-7008, Sources of Electronic Parts
- (xxviii) 252.247-7023 Transportation of Supplies by Sea

SELLER SHALL ABIDE BY THE REQUIREMENTS OF 41 CFR 60-1.4(A), 60-300.5(A) AND 60-741.5(A). THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED INDIVIDUALS BASED ON THEIR STATUS AS PROTECTED VETERANS OR INDIVIDUALS WITH DISABILITIES AND PROHIBIT DISCRIMINATION AGAINST ALL INDIVIDUALS BASED ON THEIR RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, OR NATIONAL ORIGIN. MOREOVER, THESE REGULATIONS REQUIRE THAT COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TAKE

AFFIRMATIVE ACTION TO EMPLOY AND ADVANCE IN EMPLOYMENT INDIVIDUALS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN, PROTECTED VETERAN STATUS OR DISABILITY.

- 27.2 Seller certifies that it will provide only goods and/or services that meet the definition of “commercial” or “commercial-off-the shelf” (“COTS”) as that term is defined in Federal Acquisition Regulation (“FAR”) Subpart 2.101. If requested by Buyer, Seller shall provide sufficient documentation to support such certification.

- 27.3 Seller certifies that it has not been declared ineligible to contract with the U.S. Government. Seller shall notify Buyer if it becomes ineligible to contract with the U.S. Government. Such ineligibility may be considered a material breach of contract and grounds for termination for cause.

**NATIONAL INSTRUMENTS
PROCUREMENT TERMS & CONDITIONS**

Schedule 1
SERVICES

1. SCOPE OF THIS SCHEDULE. The provisions of this Schedule 1 supplement the provisions of the NI Terms and Conditions when the subject matter of the Order is purchasing of Services.

2. STANDARD OF SERVICES. Seller warrants and represents to NI that any Services performed by Seller:

- a. shall be performed with all due speed, care, skill and diligence; and
- b. shall be carried out in accordance with the Order, and the highest standards prevailing in Seller's industry.

Seller shall ensure that all of its personnel are suitably qualified to perform the Services and that all necessary licenses, work permits or other authorizations have been obtained.

If any materials which are required by Seller for the provision of the Services are not delivered fully in accordance with any stipulations in the Order, Seller shall immediately effect correct delivery and shall be responsible for any additional costs and expenses incurred by the parties in so doing.

The price on the Order includes payment in full for all facilities and resources required by Seller to provide the Services in accordance with the Order. Any facilities or resources needed or used by Seller to perform the Services shall be provided by Seller without additional cost to NI.

3. COMMENCEMENT AND DURATION. Seller shall provide the Services supplied under the Order to NI for the period specified in the Order. If the Order provides for performance of the Services in milestones or phases, Seller undertakes to perform the Services in strict compliance with the timetable as provided in the Order. If the performance of the Order by Seller is delayed by reason of any act or default on the part of NI or by any other cause that Seller could not have reasonably foreseen or prevented and for which it was not responsible, NI will allow a reasonable extension of time for completion of the Services so affected.

4. CO-OPERATION. Should the Services be carried out at an NI facility, Seller shall consult with other contractors providing services within the vicinity of the area in which the work is being undertaken and shall ensure that the performance of the work does not hinder or impede NI's operations and the provision of other services by any other contractors. In case of disputes in this respect between Seller and any other contractor, or if NI objects to an arrangement made between Seller and another such contractor, NI's decision in this respect shall be conclusive and binding on Seller.

5. EMPLOYMENT OF PERSONS. NI shall be entitled if it so requires to have suitable certificates of competence from Seller for any person employed or engaged in connection with the Services. NI shall be at liberty to object to any person involved in the performance of the Services, who shall in the opinion of NI, demonstrate incompetent or negligent behavior or fail to comply with any law, works rule, procedure or policy, site condition, license or consent. Seller shall remove, or procure the removal of, that person from the provision of the Services and/or any facilities of NI as requested by NI and he shall not be again involved in the provision of the Services without the written permission of NI. Any removal or withdrawal of labor under this Section 5 shall not constitute a valid reason for Seller's failure to complete the Services in accordance with the Order. Seller shall not be entitled to claim any extra payment or an extension of time for completing the Services by reason of any delay or increased cost to him through any failure or inability on the part of Seller to obtain sufficient suitable labor at the times required to comply with the Order or as a result of any action taken by Buyer under this paragraph.

6. SITE CONDITIONS. Unless otherwise agreed between the Parties, Seller shall, at his own expense, provide all labor, equipment, and other materials necessary for the proper execution of the Services. Seller shall be permitted to use for the execution of the Services those supplies of electricity, water, gas and any other services as may be from time to time made available to Seller for that purpose at the NI facility. Seller shall at his own expense provide any apparatus (including pipes, cables etc.) necessary for utilizing these supplies and shall be responsible for any loss or damage to persons or property caused by his use of these supplies.

7. DELIVERABLES. Deliverable shall mean any data, report, drawing, specification, design, invention, plan, program, document, source code, object code, work product and/or other material produced by or to be produced by or acquired by or to be acquired by Seller in the course of the performance of the Services.

Wherever the Services require Seller to provide a Deliverable:

- a. Such Deliverable will be delivered in the form prescribed and in accordance with the Order;
- b. NI shall have the right exercisable during the performance of the Services to suspend any payment obligation in respect of the Services if the performance does not conform in quality with any stipulations in the Agreement or if the performance is delayed;
- c. NI may accept such Deliverable or reject it in its reasonable discretion on the grounds that such Deliverable is (in whole or in part) not of satisfactory quality and/or does not meet the Specification or the requirements otherwise made known to the Seller by NI;
- d. NI will not reject any Deliverable (wholly or in part) without providing written notice to Seller as to the reasons why such Deliverable has been rejected;
- e. Any Deliverables which are rejected or found to be defective shall be re-performed or replaced by Seller (at no extra charge to NI) with Deliverables which are reasonably satisfactory to NI as per NI's instructions within such time as NI may reasonably specify.
- f. If the Services do not conform to the Order, NI shall have the right to purchase Services from elsewhere which nearly as practicable conform to the Order and any extra expense incurred in doing so shall be paid by Seller to NI. Before exercising such right to purchase the Services from an alternative supplier NI shall give Seller an opportunity to replace the cancelled Services to conform with the Order;
- g. Except as otherwise specifically agreed to in a separate Services Agreement, NI shall retain exclusive ownership of any and all Deliverables created by Seller hereunder and will own all intellectual property, title and interest in any ideas, concepts, knowhow, documentation or techniques developed under this Order. All Services shall be deemed as "works made for hire" by Seller for NI. To the extent any Services are not deemed a "work made for hire" by operation of law, Seller hereby irrevocably assigns, transfers and conveys to NI all of its right, title and interest in such Deliverables, including any intellectual property rights in such Deliverables. Seller shall provide to NI all reasonable assistance, execute such documents, and take all such other actions that may be reasonably required to perfect the foregoing rights to the Deliverables.