

## TERMS AND CONDITIONS OF SALE

The terms and conditions detailed herein (including all other NI terms and conditions referenced herein) ("Agreement") apply to Customer's purchase of NI hardware ("Hardware"), licenses to use NI software ("Software"), and Non-NI Branded Products (collectively the "Products"), as well as training, services, and support related to Hardware and Software ("Services") from NI. "NI" means NATIONAL INSTRUMENTS Denmark ApS a subsidiary of National Instruments Corporation (a Delaware Corporation with headquarters at 11500 North Mopac Expressway Austin, Texas 78759, U.S.A.), or, as applicable, another National Instruments affiliate identified on the quote, order acknowledgement, or invoice. When a reference is made in this Agreement to National Instruments Products, Services, technology, brand or intellectual property rights, National Instruments shall include both NI and National Instruments Corporation. National Instruments Products and Services are commercially available, standard, off-the-shelf Products and Services sold to a diverse customer base from many industries and are not designed, tested or customized for the specific end-use purposes of the Customer. THIS AGREEMENT SHALL APPLY UNLESS CUSTOMER AND NI HAVE ENTERED INTO A SEPARATE SIGNED AGREEMENT APPLICABLE TO THE PURCHASE OF THE PRODUCTS OR SERVICES. By placing an order with NI, Customer agrees to be bound by the terms of this Agreement. NI EXPRESSLY OBJECTS TO AND REJECTS, AND CUSTOMER EXPRESSLY WAIVES, ANY TERMS AND CONDITIONS IN CUSTOMER'S PURCHASE ORDER OR OTHER SIMILAR DOCUMENT. IF CUSTOMER DOES NOT AGREE WITH THESE TERMS, IT SHALL PROMPTLY NOTIFY NI AND RETURN THE PRODUCT UNUSED IN ITS ORIGINAL PACKAGING TO NI.

1. **SOFTWARE.** Software is licensed pursuant to the software license agreements provided with the Software or, in the absence of such license agreements, the National Instruments Software License Agreement available at <http://www.ni.com/legal/license/> at the time of order. By placing an order with NI, Customer represents that it has become familiar with and agrees to the Software License Agreement. All Software is licensed, not sold, and title to the software remains with the applicable licensor(s).
2. **NON-NI BRANDED PRODUCTS.** Non-NI Branded Products that NI resells may not be testable or repairable by NI, and it may be necessary for Customer to contact the manufacturer or the publisher for service or any warranty claims. To the extent it is not contrary to applicable law, NI does not warrant, has no obligation to support, and hereby excludes all liability (including but not limited to any statutory or implied liability for Product defects or non-infringement) for Non-NI Branded Products. The Limited Warranty and NI Intellectual Property Liability clauses of this Agreement do not apply to the sale and purchase of Non-NI Branded Products. "Non-NI Branded Product(s)" means any third-party hardware, software, or service that NI sells, but does not carry an NI mark.
3. **QUOTATION.** Where not otherwise specifically indicated, quotations are subject to confirmation. In case of orders for quantities which are larger or smaller than those quoted, NI reserves the right to adjust the price and the time of delivery.

All prices are inclusive of the factory packaging and the labeling of the Product.

NI reserves the right to adjust the prices according to the exchange rate applicable on the date of delivery.

All prices are exclusive government taxes applicable from time to time.

4. **ORDERS.** NI reserves the right to adjust dimensions, prices, etc. of its stock Products without prior notice. Prices are subject to confirmation, and NI reserves the right to charge new or increased customs duties, exchange rates and other expenses - and to increase the prices in cases where NI's supplier has made reservations with respect to increasing labor costs, costs of materials, etc. after the order has been registered. Such changes will not entitle Customer to cancel the order.

Orders will be considered accepted once NI books an order and sends Customer a sales order acknowledgement. NI shall not be bound by changes to an order unless agreed by NI in writing. NI reserves the right to cancel any order if any information provided by Customer to NI is inaccurate. NI reserves the right to suspend or cancel any order if Customer has any outstanding payments due to NI or is not in good standing.

5. **PRICES.** Prices are set forth in the quotation issued by NI to Customer ("Quote"). All Quotes expire thirty (30) days from date of issuance, unless otherwise stated in the Quote.

For orders to be delivered within the same country as the NI entity accepting the order, NI will arrange the shipping; however, Customer is responsible for all shipping and handling fees set forth in the invoice, unless otherwise indicated by NI. Upon written confirmation from NI, Customer may choose to arrange for shipping with a carrier previously approved by NI, but in this case or if the order is placed with an NI entity outside the country of the applicable shipping destination, Customer is responsible for all shipping and handling, including fees, customs, formalities and clearance, except that NI is responsible for the Export Declaration. Customer shall provide NI with the necessary information for the Export Declaration, in a timely manner.

Prices exclude, and Customer is responsible for, all sales, use, service, value added, and like taxes ("Taxes") arising from the purchase of the Products and Services. If Customer is exempt from any Taxes, it must provide NI with the appropriate tax exemption documentation at the time the order is placed.

6. **TERMS OF PAYMENT.** The due date is the date stated on the invoice.

In case of payment later than the due date, interest will be calculated from the due date of the invoice amount inclusive of VAT at the percentage stated on the invoice.

Any complaints will not entitle Customer to withhold payment for deliveries made.

Unless NI approves Customer for credit terms, payment shall be made when the order is placed by direct credit transfer. If NI approves Customer's credit application, payment shall be due no later than thirty (30) days after the date of NI's invoice. NI reserves the right to cancel Customer's credit terms at any time. Invoice processes requested by Customer that are non-standard for NI may be subject to the payment by Customer of a five percent (5%) processing fee and any amounts NI is required to pay to government authorities on behalf of customers (if applicable).

**7. DELIVERY.** All deliveries take place as shipping purchases unless otherwise agreed. The times of delivery stated by NI are approximate, and if NI is of the opinion that a stated time of delivery cannot be observed or that a delay must be considered likely, Customer will to the extent possible be notified thereof and of the time when delivery is expected to take place. NI shall not be responsible for any loss of profits, loss of earnings or other indirect loss affecting Customer or its customers as a consequence of late delivery. NI may, in its sole discretion, without liability or penalty, make partial shipments of Products to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer's purchase order.

**8. SHIPPING.** All Products are shipped in the manner which NI may find most appropriate from time to time – and without NI incurring liability for any differences of freight.

Risk of loss to Products (for Software, the media) shall pass to Customer upon shipment from NI's (or its relevant affiliates') warehouses.

**9. EXTRAORDINARY MATTERS ETC.** All deliveries will be made at the confirmed price and date, but subject to NI's reservations with respect to any changes that might be caused by circumstances beyond NI's control, occurring after the order confirmation and with the result that the terms and conditions on which the agreement is to be performed have changed significantly compared to the circumstances prevailing at the time of the order confirmation. Such circumstances include, but are not limited to the following: Labor disputes at NI or NI's sub-suppliers, changes in public taxes or duties, currency restrictions, exchange rate fluctuations, fire, war, civil commotion, natural disasters.

**10. WARRANTY AND LIMITED WARRANTY.** NI endeavors to deliver Products that comply with the norms and specifications set forth in NI's and NI's suppliers' data sheets and other technical specifications. If said specifications are not met, NI undertakes to replace the defective parts within the warranty period at no cost for Customer.

NI shall not be liable for any defects or reduced profits due to a defective delivery. NI shall thus not be liable for any damages arising out of or in connection with loss of profits, loss of earnings or any other indirect damages.

Complaints not related to the quality of the Product must be received by NI within 8 days from the date of delivery. Complaints concerning the quality of the Product, errors in construction, materials or production must be made within a period of 12 months counted from the date of delivery.

For a period of one (1) year from the shipping date, NI warrants that its Hardware will be free of defects in materials and workmanship that cause the Hardware to fail to substantially conform to the then applicable NI published specifications and will provide Technical Support in accordance with the Support Services Terms and Conditions available at [ni.com/legal/serviceterms/](https://ni.com/legal/serviceterms/). For a period of ninety (90) days from the invoice date, NI warrants that the Software (i) will perform substantially in accordance with the applicable documentation provided with the Software and (ii) the Software media will, in the form received from NI, be free from defects in materials and workmanship. NI warrants that the Services will be performed in a good and workmanlike manner. If NI receives notice of a defect or non-conformance during the applicable warranty period, NI will, in its sole discretion: (i) repair or replace the affected Hardware or Software, (ii) re-perform the affected Services, or (iii) refund the fees paid for the affected Hardware, Software or Services. Repaired or replaced Hardware or Software will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer. If NI elects to repair or replace Hardware, NI may use new or refurbished parts or products that are equivalent to new in performance and reliability and are at least functionally equivalent to the original part or Hardware. Customer must obtain a Return Material Authorization ("RMA") number from NI before returning any Hardware under warranty to NI. Customer will pay shipping expenses to send the affected Hardware to NI's applicable Service Center, and NI will pay shipping expenses to return the Hardware to the Customer. If, however, NI concludes, after examining and testing returned Hardware, that it is not covered by the Limited Warranty, NI will notify Customer and return the Hardware at Customer's expense. NI reserves the right to charge a fee for examining and testing Hardware not covered by the Limited Warranty. This Limited Warranty does not apply if the defect of the Hardware or Software resulted from improper or inadequate maintenance, installation, repair, or calibration (performed by a party other than NI); unauthorized modification; improper environment; use of an improper hardware or software key; improper use or operation outside of the specification for the Hardware or Software; improper voltages; accident, abuse, or neglect; or a hazard such as lightning, flood, or other act of nature.

**11. FORCE MAJEURE.** NI shall not be responsible for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of terrorism, nature or governments; interruptions of telecommunications, power or transportation; failure of contractors or suppliers; or inability to obtain necessary labor or materials ("Force Majeure Event"). In the event of a Force Majeure Event, NI reserves the right to cancel the applicable order without any liability to Customer.

**12. NO OTHER WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE MADE WITH RESPECT TO ALL PRODUCTS, AND SERVICES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. NI DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE AND DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. NI EXPRESSLY DISCLAIMS ANY WARRANTIES NOT EXPRESSLY STATED HEREIN.

**13. PROPRIETARY RIGHTS.** NI retains title to the delivered Products (for Software, to the media) until the date of actual payment.

NI reserves all right, title, and interest in any intellectual property rights contained or embodied in Products, or resulting from the Services, including any custom developments created or provided by NI under this Agreement. Nothing in this Agreement will be deemed to grant to Customer any ownership rights in or license rights to such intellectual property.

**14. WARNING AND CUSTOMER'S INDEMNITY AND LIABILITY.** CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT PRODUCTS AND SERVICES ARE NOT DESIGNED, MANUFACTURED, OR TESTED FOR USE IN LIFE OR SAFETY CRITICAL SYSTEMS, HAZARDOUS ENVIRONMENTS OR ANY OTHER ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING IN THE OPERATION OF NUCLEAR FACILITIES; AIRCRAFT NAVIGATION; AIR TRAFFIC CONTROL SYSTEMS; LIFE SAVING OR LIFE SUSTAINING SYSTEMS OR SUCH OTHER MEDICAL DEVICES; OR ANY

OTHER APPLICATION IN WHICH THE FAILURE OF THE PRODUCT OR SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, SEVERE PROPERTY DAMAGE OR ENVIRONMENTAL HARM (COLLECTIVELY, "HIGH-RISK USES"). FURTHER, CUSTOMER MUST TAKE PRUDENT STEPS TO PROTECT AGAINST PRODUCT AND SERVICE FAILURES, INCLUDING PROVIDING BACK-UP AND SHUT-DOWN MECHANISMS. NI EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS OF THE PRODUCTS OR SERVICES FOR HIGH-RISK USES. CUSTOMER SHALL DEFEND, INDEMNIFY, RELEASE AND HOLD NI HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, INCLUDING, LAWSUITS, ARBITRATIONS, AND/OR ADMINISTRATIVE ACTIONS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS AND SERVICES FOR ANY HIGH-RISK USES, INCLUDING ARISING FROM CLAIMS FOR PRODUCT LIABILITY, PERSONAL INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY, REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF NI. CUSTOMER ACKNOWLEDGES THAT IT IS ULTIMATELY RESPONSIBLE FOR VERIFYING AND VALIDATING THE SUITABILITY AND RELIABILITY OF THE PRODUCTS OR SERVICES WHENEVER THE PRODUCTS OR SERVICES ARE INCORPORATED IN CUSTOMER'S SYSTEM OR APPLICATION, INCLUDING THE APPROPRIATE DESIGN, PROCESS, AND SAFETY LEVEL OF SUCH SYSTEM OR APPLICATION. FURTHER, CUSTOMER MUST TAKE PRUDENT STEPS TO PROTECT AGAINST PRODUCT AND SERVICE FAILURES WHEN PRODUCTS AND SERVICES ARE INCORPORATED IN A SYSTEM OR APPLICATION, INCLUDING PROVIDING BACK-UP AND SHUT-DOWN MECHANISMS. CUSTOMER SHALL DEFEND, INDEMNIFY, RELEASE AND HOLD NI HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, INCLUDING LAWSUITS, ARBITRATIONS, AND/OR ADMINISTRATIVE ACTIONS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF CUSTOMER'S INCORPORATION OF THE PRODUCTS OR SERVICES INTO CUSTOMER'S SYSTEM OR APPLICATION, REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF NI.

**15. COMPLAINTS.** Complaints of any kind must be filed without undue delay after delivery. A defect which could not be detected by a usual inspection of the shipment must be notified to NI in writing immediately after the defect has been detected.

**16. LIMITED INDEMNITY AGAINST INFRINGEMENT.** Unless otherwise provided by the limitation of liability herein, NI shall, at its own expense, defend any litigation resulting from sales of NI's Products to the extent that such litigation alleges that the Products or any part thereof infringes any patent, copyright or trademark, provided that such claim does not arise from the use of the Products in combination with equipment or devices not made by NI or from modification of the Products, and further provided that Customer notifies NI immediately upon its obtaining notice of such impending claim and cooperates fully with NI in preparing a defense. If Customer provides to NI the authority, assistance and information NI needs to defend or settle such claim, NI shall pay any final award of damages in such suit and any expense Customer incurs at NI's written request. NI shall not be liable for any settlement made without NI's prior written consent.

Notwithstanding the foregoing indemnity, NI shall have no obligation under this clause for any claims of Infringement by the Products or Services outside the geographical boundaries of the United States, Canada, Mexico, Japan, Australia, Switzerland, Norway, the United Kingdom or the European Union.

NI shall have no obligation under this clause for any claim relating to or arising from (a) Customer's modifications of Hardware, Software or Services; (b) failure to use Hardware, Software or Services in accordance with the applicable documentation provided by NI; (c) the combination, operation, or use of Hardware, Software or Services with any hardware, software or service not provided by NI; (d) the compliance of NI with Customer's specifications or directions, including the incorporation of any software or other materials provided by or requested by Customer; or (e) Non-NI Branded Products. The foregoing states the Customer's sole remedy for, and the entire liability and responsibility of NI for, infringement of any patent, trademark, or copyright or other intellectual property rights. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

In any event, if NI believes in its reasonable opinion the Hardware, Software or Services may be alleged to be infringing, for the purposes of mitigating any potential damages, NI may, at its sole discretion, (i) procure for the Customer the right to continue to use the hardware, Software or Services; (ii) replace them with comparable Hardware, Software or Services that are free of such infringement; or (iii) refund the fees paid by Customer, and in the event of either (ii) or (iii) Customer shall promptly return the Hardware to NI and/or terminate the use of the Software or Services.

**17. PRODUCT LIABILITY.** If a Product or Service delivered by NI under these Terms and Conditions of Sale might cause direct physical injury or death to humans or damage to Products which are usually intended for non-commercial use and are used accordingly, and such damage, injury or death is caused solely by a defect in the Product, NI undertakes liability therefor to the extent this is accepted by NI as part of a settlement, or if NI is ordered under mandatory legislation by a court which is competent under Danish law. NI shall not be liable for any damage to items which are usually intended for commercial use or are used commercially and used accordingly.

To the extent product liability to a third party might be imposed on NI, Customer shall indemnify NI to the effect that NI is placed as if limitations of liability under these Terms and Conditions of Sale were applicable vis-à-vis third parties.

**18. RETURN OF PRODUCTS.** Customized products or products bought specifically from a supplier can normally not be returned without written confirmation from NI's supplier and then only on that supplier's terms and conditions.

Subject to the requirements of this Agreement, Customer may return standard NI Products within thirty (30) days of the invoice date. NI reserves the right to charge Customer a fifteen percent (15%) restocking fee for any Products returned to NI. No returns will be accepted after the thirty (30) day period has expired. A Return Material Authorization (RMA) number is required for Customer to return any Products. Acceptance of returns of any customized products and Non-NI Branded Products is in the sole discretion of NI.

Products and empty packaging returned to NI must be delivered at the address indicated by NI for the shipper's account and risk. Any amounts charged from NI upon receipt will be deducted when crediting the value of the shipment. Upon return, the return number, invoice number and date of delivery must be stated.

## **19. SERVICES.**

**Limited warranty.** NI warrants that Services will be performed in a good and workmanlike manner. Except as expressly stated in

the preceding sentence, NI makes no express or implied warranties with respect to the Services, including but not limited to (a) any warranty relating to third-party products or (b) any warranty concerning the results to be obtained from the Services or the results of any recommendation NI may make, including without limitation any implied warranties concerning the performance, merchantability, suitability, non-infringement or fitness for a particular purpose of any of the deliverables or of any system that may result from the implementation of any recommendation NI may provide. In order to receive warranty remedies, any errors or defects in the Services must be reported to NI in writing within 90 days of completion of the Services.

**Limitation of liability.** NI is not liable for any incidental, indirect, special, or consequential damages arising out of or in connection with the Services provided by NI, including without limitation loss of use of the Products or any other software or data, including inability to achieve a particular result, even if NI has been advised of the possibility of such damages or even if the damage is the direct result of an instruction or suggestion made by NI. Except for claims that the Services caused bodily injury (including death), NI's total liability arising out of or in connection with any event or series of connected events occurring in connection with the Services shall not exceed the amount of fees paid under the separate written agreement between Customer and NI. These provisions allocate the risks under the separate written agreement between Customer and NI. NI's pricing reflects this allocation of risk and the limitation of liability specified herein.

**High-Risk Activities.** Customer understands and agrees that NI has not tested or certified its Services for use in high-risk applications, including medical life support, nuclear power, mass and air transportation control, or any other potentially life critical uses and makes no assurances that the Services are suitable for any high-risk uses.

**Indemnification.** Customer accepts responsibility for, and agrees to indemnify and hold NI harmless from, any and all liability, damages, claims, or proceedings arising out of (a) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions required to support any Products or NI's performance of the Services, including but not limited to, the right to make any copies or reproductions of any Customer-provided software or (b) any inaccurate representations regarding the existence of an export license or the eligibility for export of software or other materials without a license.

In addition to the terms and conditions of this Agreement, Services provided by NI are also subject to any service agreements or statements of work agreed upon in writing by the parties or, as applicable, to the NI service terms and conditions, available at [ni.com/legal/serviceterms](http://ni.com/legal/serviceterms).

**20. DEFAULT BY CUSTOMER.** If Customer defaults on the payment of an outstanding account, such default will be considered a default in respect of all outstanding accounts, which will thus be considered due, notwithstanding any credit allowed.

**21. ADDITIONAL LIMITATIONS OF LIABILITY.** In addition to the limitations of liability stipulated herein, the following shall apply:

- NI shall not be liable for any damage or loss caused by ordinary negligence.
- NI shall not be liable for any damage or loss as a consequence of errors, non-conformity or defects with respect to the Products used by Customer for any purposes for which the Products have not been tested, see clause 12 ("High-Risk Activities"), and Customer shall indemnify NI for any claims made by third parties against NI for such loss or damage.
- NI's liability, where not further limited elsewhere herein, is in any circumstances limited to the highest of EUR 50,000 or the purchase price of the specific Product(s) or Services on which the claim is based.
- NI shall not be liable for any loss of profits, business interruption, loss of anticipated savings, loss of information or data or any other indirect or consequential loss.

The parties agree that the above allocation of liability is reflected in the prices of Products and Services. Where a limitation of liability herein is found to be invalid, such limitation of liability shall apply to the widest possible extent, and any invalidity in whole or in part shall not affect the other limitations of liability, which shall thus remain in full force and effect.

## **22. COMPLIANCE WITH LAWS.**

**Export compliance.** Products (which, for purposes of this clause, shall include the software and technology incorporated in or supplied with a Product and Service) purchased from NI are subject to control under the U.S. Export Administration Regulations (15 CFR Part 730 et. seq.) administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") (<http://www.bis.doc.gov>) and other applicable U.S. export control laws and sanctions regulations, including those administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (<http://www.treas.gov/ofac>). In addition, Products distributed from NI's distribution center in Europe are subject to control under the Regulation (EU) 2021/821 of the European Parliament and of the Council and their export or intra-EU transfer may also be subject to additional licensing requirements under Regulation (EU) 2021/821 of the European Parliament and of the Council and its implementing regulations. Products may not be exported or re-exported to any country where sanctions are imposed by the U.S. government (which currently includes Cuba, Iran, North Korea, Republic of Sudan and Syria but which may be modified by the

U.S. government from time to time). Customer agrees it will comply with the export laws and trade sanctions of all applicable countries and will not export, re-export or transfer Products purchased from NI without the required authorization, including an export or re-export license issued by the U.S. authorities, or to any prohibited destination or for a prohibited end-use. Products may also require export license(s) issued by the applicable authorities before being returned to NI. The issuance of a Quote, a sales order acknowledgment, or a Return Material Authorization ("RMA") by NI does not constitute export authorization. Customer represents and warrants it is not ineligible or otherwise restricted by U.S. or applicable law to receive Products and it will not export, re-export, or provide Products to any person or entity on OFAC's List of Specially Designated Nationals or on BIS's Denied Persons List, Entity List or Unverified List or any other applicable restricted party list. NI reserves the right to refuse and/or cancel any order without any liability to Customer, if, at any time NI believes that any export controls or trade sanctions laws may be violated. See [ni.com/legal/export-compliance](http://ni.com/legal/export-compliance) for more information and to request relevant import classification codes (e.g. HTS.), export classification codes (e.g. ECCN), and other import/export data.

**Data protection.** Customer represents and agrees that any data (including personal data of Customer, its representatives,

employees or agents) that is gathered by National Instruments in the context of commercial transactions with Customer (e.g. name, contact details, title, professional background, field of expertise, product interests, etc.; hereinafter: "Customer Data") is data which is generally available to businesses in the normal course of Customer'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 Customer. Customer hereby agrees on its own behalf and on behalf of its representatives, employees and agents that NI may, in accordance with NI's privacy statement and applicable laws and regulations, (i) use such Customer Data for the purpose of account and contract administration, for security purposes, and for the development of the business relationship (including marketing communication about Products and Services relevant to Customer), and (ii) transfer such Customer Data to other National Instruments companies including those located outside the European Economic Area for the purposes specified in (i).

**Consumer protection.** The Customer warrants and agrees that it is acting in the normal course of its business or trade and is not a consumer. In case the Customer is (either as a business reseller or educational institution) authorized by NI to distribute (whether in return for payment or free of charge) or otherwise make available (whether at the premises of the Customer or otherwise) the Products to end-users who are students (or hobbyists or other private individuals), the Customer shall comply with all applicable laws and regulations that apply to the distribution of the Products to end-users, including all applicable data protection laws, as well as any laws and regulations applicable to transactions with consumers (including, but not limited to providing sufficient pre-contractual information and usage instructions to consumers, complying with regulations for general terms and conditions for consumer transactions, granting consumers with statutory warranty and withdrawal rights, etc.), if applicable. The Customer shall indemnify and hold NI harmless against all liabilities, claims, including but not limited to third-party claims, costs and expenses (including reasonable attorney's fees) arising out of any failure of the Customer to comply with such laws and regulations.

**23. DISPUTES.** Any disputes concerning the conclusion or construction of the agreement shall be settled in accordance with Danish law.

Unless otherwise prescribed by mandatory Danish statutory rules, proceedings must be commenced at NI's venue.

**24. ENTIRE AGREEMENT.** This Agreement, and any terms incorporated herein by reference, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether written or oral, with respect to that subject matter.

Customer acknowledges reading this Agreement, understands these terms, and agrees to be bound by them. Each individual agreeing to this Agreement on behalf of a party represents and warrants that he/she has the right to make all statements and representations contained in this Agreement, is empowered to agree to and execute it and that all necessary action to authorize its execution has been taken.

This Agreement may not be altered, supplemented, or amended by the use of any other document unless otherwise agreed in writing by NI.

No delay or failure by NI to exercise any right it has under this Agreement shall impair or be construed as a waiver of such right. A waiver of any provision of this Agreement by NI must be in writing and shall not be construed as a waiver or modification of any other term hereof, or as a continuing waiver of any provision.

If any part, term, or provision of this Agreement is held illegal, unenforceable, or in conflict with any applicable and enforceable law, the validity of the remaining portions or provisions of this Agreement shall not be affected and the illegal, unenforceable or conflicting part, term, or provision shall be reformed by a court of law, with binding authority to the maximum extent possible to reflect the intent of this Agreement.

**25. UPDATES.** NI reserves the right to update this Agreement at any time, effective upon posting an updated version at <http://www.ni.com/legal/termsofsale/>; however, the terms and condition in effect at the time of purchase shall apply to that purchase of Products or Services.

October 2023  
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