

Terms and Conditions of Sale National Instruments Finland Oy

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 NI Hardware and Software (“Services”) from NI. “NI” means National Instruments Finland Oy, 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. National Instruments software products are licensed to Customer under the terms of the applicable software license accompanying the Products. Current version of the National Instruments Software License Agreement is available at <http://www.ni.com/legal/license/>. By placing an order with NI, Customer represents that it has become familiar with and agrees to the Software License Agreement. 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 THE CUSTOMER DOES NOT AGREE WITH THESE TERMS, IT SHALL PROMPTLY NOTIFY NI AND RETURN THE PRODUCT UNUSED IN ITS ORIGINAL PACKAGING TO NI.

1. ORDERS

All orders are subject to acceptance by NI. NI's booking of an order shall constitute its acceptance of the order. NI may terminate any order, without any liability to Customer, if any representations made by Customer to NI are false or misleading. Changes to orders shall not be binding upon nor be put into effect by NI unless confirmed in writing by NI's appropriate representative. NI reserves the right to suspend or cancel any order without any liability to Customer if Customer has any outstanding payments due to NI or is not in good standing.

2. DELIVERY, TITLE AND RISK

Risk of loss or damage to Products shall pass to Customer upon shipment from NI, its warehouses, or its affiliated companies. However, NI retains title to the Products until Customer makes payment to

NI in full. In addition, NI retains title to all Software. 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 if any. If Customer chooses to arrange for shipping 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. Shipment dates provided by NI are estimates only, and NI shall have no liability for losses or claims resulting from late delivery of Products. Claims for shipment shortage shall be deemed waived unless presented to NI in writing within forty-five (45) days of the date of NI's invoice.

3. PRICES AND PAYMENT

Prices are set forth in the quotation issued by NI to Customer ("Quote"). All Quotes shall expire thirty (30) days from date of issuance, unless otherwise stated in the Quote or agreed in writing. Unless NI approves Customer for credit terms, payment shall be made when the order is placed by credit card or direct credit transfer. If NI approves Customer's credit application, payment shall be due no later than thirty (30) days after the invoice date. NI reserves the right to cancel Customer's credit terms at any time. All sums not paid when due shall accrue interest daily at an interest rate of 11% per annum or at the interest rate payable under the Finnish Interest Act, whichever is higher, on the unpaid balance until paid in full. In the event of any order for several units, each unit(s) will be invoiced when shipped. 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 requested to pay to government authorities on behalf of customers (if applicable).

All payments by Customer shall be made in Euros. Both parties agree that in the event that (i) the Euro ceases to be the primary official currency of Finland, the provisions of this Section shall continue to apply; (ii) the Euro ceases to be the primary official currency of the Euro zone, all payments under any contract between NI and Customer expressed in Euros shall be made in USD. The applicable conversion rate shall be determined by NI, in its sole discretion, using the official EUR/USD exchange rate published by the European Central Bank on: (a) the date that the relevant contract has been concluded by NI; or (b) the date that the European Central Bank makes a public announcement and/or releases an official public statement that the Euro would cease to exist as an official currency of the Euro zone, whichever is the earlier. In the event that the Euro ceases to be the primary official currency of Finland, credit terms of Customer will automatically be cancelled and all payments from Customer to NI will be immediately payable in the currency determined in accordance with this Section. In such cases, NI may in its discretion suspend or cancel deliveries of Products and the supply of Services until all monies due from Customer to NI on any account have been received by NI in the currency determined in accordance with this Section. Customer and NI hereby specifically agree that the provisions in this Section shall apply regardless of any currency redenomination provision or conversion calculation method or similar provision that may be introduced in any law or by any legislative instrument or other legal ruling of Finland or the European Union. Notwithstanding any other provision of this Agreement, Customer shall indemnify and hold NI harmless against any reasonable loss, costs and expenses in relation to an order by the Customer arising out of or related to

the cessation of the Euro, the introduction of a new currency in Finland or any statutory provisions (mandatory or not) applicable to such currency change, redenomination or conversion.

4. TAXES

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.

5. 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. All Software is licensed, not sold, and title to the Software remains with the applicable licensor(s).

6. 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 prohibited by 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 sections 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.

7. SERVICES

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.

8. PROPRIETARY RIGHTS

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.

9. RETURN POLICY

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.

10. LIMITED WARRANTY

For a period of one (1) year from the invoice 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. 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 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 an RMA number from NI before returning any Hardware under warranty to NI. Customer will pay expenses to send the affected Hardware to NI, 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 specifications for the Hardware or Software; improper voltages; accident, abuse, or neglect; or a hazard such as lightning, flood, or other act of nature.

11. NO OTHER WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH ABOVE, 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 STATED HEREIN.

12. WARNING

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 AT ITS OWN EXPENSE DEFEND NI IN ANY DISPUTES AND LEGAL ACTIONS (INCLUDING CIVIL AND CRIMINAL LAWSUITS, ARBITRATIONS AND/OR ADMINISTRATIVE ACTIONS) AGAINST ANY CLAIMS 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. IF NI SUFFERS DAMAGE (INCLUDING AN OBLIGATION TO PAY DAMAGES TO A THIRD PARTY), EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OR OTHER COSTS OR LOSSES DUE TO CUSTOMER'S USE OF THE PRODUCTS AND SERVICES FOR ANY HIGH-RISK USES, CUSTOMER SHALL COMPENSATE ANY SUCH DAMAGES, EXPENSES AND LOSSES TO 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 AT ITS OWN EXPENSE DEFEND NI IN ANY DISPUTES AND LEGAL ACTIONS (INCLUDING CIVIL AND CRIMINAL LAWSUITS, ARBITRATIONS AND/OR ADMINISTRATIVE ACTIONS) AGAINST ANY CLAIMS ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS AND SERVICES FOR ANY HIGH-RISK USES, INCLUDING 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. IF NI SUFFERS DAMAGE (INCLUDING AN OBLIGATION TO PAY DAMAGES TO A THIRD

PARTY), EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OR OTHER COSTS OR LOSSES DUE TO CUSTOMER'S USE OF THE PRODUCTS AND SERVICES FOR ANY HIGH-RISK USES, CUSTOMER SHALL COMPENSATE ANY SUCH DAMAGES, EXPENSES AND LOSSES TO NI.

13. INTELLECTUAL PROPERTY LIABILITY

NI shall, at its own expense, defend any litigation resulting from sales of the Products or Services to the extent that such litigation alleges that the Products or Services, or any part thereof, infringes any patent, copyright, or trademark, 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, but NI shall not be liable for a settlement made without its prior written consent.

Notwithstanding the foregoing indemnity, NI shall have no obligation under this Section 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. Furthermore, NI shall have no obligation under this Section 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.

If the Hardware, Software or Services are held to be infringing, or if NI believes in its reasonable opinion that the Hardware, Software or Services may be alleged to be infringing, NI may, at its sole discretion, either (i) procure for the Customer the right 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.

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.

14. LIMITATION OF LIABILITY

The entire liability of NI and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) is set forth above. To the maximum extent permitted by applicable law, in no event shall NI and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) be liable for any damages, including, but not limited to, any special, direct, indirect, incidental, exemplary, or consequential damages, expenses, lost profits, lost savings, business interruption, lost business information, or any other damages arising out of the use or inability to use the Products or Services, even if NI or its licensors, distributors, and suppliers 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. Customer acknowledges that the applicable purchase price or license fee for the Products or Services reflects this allocation of risk. To the extent not prohibited by applicable law, the responsibility of NI for the damages the Customer has established and proven is limited to the purchase price of the Product or Services or fifty thousand euros (50,000 EUR), whichever is higher.

15. 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 liability to Customer.

16. EXPORT COMPLIANCE

Products (which, for purposes of this Section, 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”) (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”) (www.treas.gov/ofac). In addition, Products distributed from NI’s distribution center in Europe are subject to control under the European Union (“EU”) Council Regulation No. 428/2009 and their export or intra-EU transfer may also be subject to additional licensing requirements under European Union Council Regulation No. 428/2009 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 for more information and to request relevant import classification codes (e.g. HTS), export classification codes (e.g. ECCN), and other import/export data.

17. 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).

18. 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.”

19. 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.

20. ACKNOWLEDGEMENT

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.

21. SEVERABILITY

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 will be interpreted to the maximum extent possible to reflect the original intent of this Agreement. The parties shall negotiate a replacing condition for such a condition, which achieves to the extent possible the original purpose and commercial goal of the invalid condition.

22. WAIVERS

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.

23. AMENDMENTS

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

24. 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.

25. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of Finland, excluding its choice of law provisions. All disputes arising out of or relating to this Agreement shall be settled in the district court of Espoo as first instance.