

NATIONAL INSTRUMENTS – GENERAL TERMS AND CONDITIONS

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 Romania s.r.l.** a Romanian legal entity, duly formed and existing under the laws of Romania, with its registered office and billing address located in Cluj-Napoca, at 21 December 1989 Blvd. no. 77, Building A-B, The Office, 2nd floor, office no. 2.1., Cluj-Napoca 400604, Cluj County registered with the Trade Registry under no. J12/3337/2005, VAT number RO17961616, 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 TO NI.

1. Material scope

- 1.1 The following terms and conditions shall be applied to all NI deliveries of the Products, and to all of our Services with which we provide our customers (the “**Customer**”).
- 1.2 NI does not consider any other conditions different from the ones mentioned below as applicable, except for those that NI has explicitly accepted in writing, in a particular case. NI will consider these conditions as accepted at the time of our delivery or at the time the Customer accepts the services of NI, at the latest.
- 1.3 **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.

- 1.4 **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.

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

- 2.1 The price offer made by NI to the Customer does not have binding powers and shall not count as a contractual offer towards the Customer. The Agreement shall be concluded after the written confirmation is issued by NI.
- 2.2. Every Agreement established at the time of entering into a contract is bound to a written form; any parallel or supplementary verbal agreement shall only have binding powers if we exclude the validation of the formal requirements specified here in writing.
- 2.3. NI reserves the right to cancel any order without any liability to the Customer if any information provided by the Customer to NI is inaccurate. NI reserves the right to suspend or cancel any order without any liability to the Customer if the Customer has any outstanding payments due to NI or is not in good standing.

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

- 3.1 NI reserves the right to deliver or provide services partially, and to invoice them immediately, except in cases where it would be a disproportionate disadvantage to the Customer.
- 3.2 NI is entitled to terminate the Agreement if a necessary delivery does not arrive in from NI's suppliers for a reason beyond NI's control, however NI shall furnish evidence of these conditions.
- 3.3 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 invoice date.
- 3.4 NI's liability for damages in case of delayed delivery or services is limited to such typical damages that we could reasonably foresee at the beginning of NI's damaging activities, except for damages NI caused due to deliberate or gross negligence, including such behavior of NI's employees or ancillaries as well. In lack of damages due to deliberate or gross negligence or in case of delayed delivery or performance, the amount of damages shall be limited to the legitimate default interest relating to the time of delay, taking the net price of the subject of Agreement for as a base. The amount of damages payable in case of default shall not be the greater of fifty thousand Euros (EUR 50,000) or fees paid for the specific product that caused such damage. At the time of defining the services and the value of these services, we considered the restriction of liability included in this Agreement. The Customer acknowledges, by placing the order based on Section 2, that the disadvantages deriving from the limitation of our liability included in this Agreement are compensated by the specification of contractual service and consideration as an appropriate advantage.

- 3.5 NI shall not be responsible for any delay or failure to perform due to any external, unpredictable, absolutely unsurmountable and unavoidable event, 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.
- 3.6 The Customer is not entitled to transfer any of their claims without NI's previous permission, which consent will not be unreasonably withheld.

4. Software License

- 4.1 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).

5. Dispatching and the Transfer of Risk

- 5.1 Risk of loss or damage to Products shall pass to Customer upon shipment from NI, its warehouses, or its affiliated companies. 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.
- 5.2 No mutually agreed form of transfer shall oblige NI to deliver a Product; NI shall only dispatch the Product, even if the delivery of the Product is carried out by our transportation devices or our employees. NI does not take out insurance on possible damages occurring in the course of transportation, except the Customer explicitly demands it at his own expense.
- 5.3 If the Product is ready to be sent off but its dispatching is delayed for a reason beyond NI's control, risk shall be transferred to the Customer as soon as the Customer is notified about the state of the Product being ready to be sent off. In this case, NI is entitled to store the Product at the Customer's expense. If the Product is stored at NI's premises, NI is entitled to charge the regular storage fees which shall not be less than 0.5% of the price of the Product for every month started. In the case of this transfer of risk, NI only bears responsibility in case of deliberate damages or damages due to gross negligence. Any further rights are reserved.

6. Prices and Conditions of Payment

- 6.1 Our prices are net prices, they do not contain VAT and like taxes (“**Taxes**”) and Customer is responsible for all 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. In case we perform the installation of the Software and/or the education of the Customer, the prices of these Services shall be invoiced separately.
- 6.2 We reserve the right to correct spelling mistakes and recognizable errors in calculations.

- 6.3 In case we perform the installation of the delivered Product, in the absence of a counter-agreement, additional costs occurring on top of the agreed purchase price in connection with installation – especially costs of traveling and delivery -shall be borne by the Customer.
- 6.4 Should NI's payment notices on previous invoices have no result, no discount is permissible.
- 6.5 Unless NI approves Customer for credit terms, payment shall be made when the order is placed by advance wire transfer. If NI approves Customer's credit application, payment shall be due no later than thirty (30) days after the performance. NI reserves the right to cancel Customer's credit terms at any time. Invoice processes requested by the Customer that are non-standard for NI may be subject to the payment by the 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).
- 6.6 If the payments have not taken place within the applicable payment term, the Customer will be in default without any further notice. If the Customer is in delay concerning any performance, NI is entitled to charge the default interest prescribed by law. NI reserves the right to demand damages due to delay. The Customer is not entitled to use the subject of the Agreement or to alienate it, or claim technical support during the course of delay. However, the credit entry of the total amount contained in NI's invoice on NI's bank account or the arrival of this amount to NI shall be considered as effective payment.
- 6.7 In case of non-payment 10 days after the date of maturity, all NI's claims deriving from NI's service and executed contractual Product delivery shall become due with immediate effect, except non-performance is due to circumstances beyond the Customer's control. The same applies to cases when NI ascertains that the Customer is in such bad financial circumstances that the fulfillment of their financial obligations is uncertain, which was not foreseeable when the Agreement was concluded, even if the Customer has suspended all his settlements. The occurrence of the aforementioned conditions simultaneously entitles NI to fulfill deliveries only in case of prepayment or providing collaterals.
- 6.8 The Customer may only offset claims which grounds have been determined by a final decision or if they are not disputed.

7. Retention of Title

- 7.1 NI reserves the title of ownership of the Products until the Customer pays off the due sum to NI in full including supplementary costs (invoiced fees, interests, etc.), and until the Customer has fulfilled each claim emerging from the business relationship in a satisfactory measure. Notwithstanding, NI retains title to all Software.
- 7.2 If the Customer defaults in paying the agreed prices or in other important contractual obligations, NI is entitled to re-take the given Product involved in title retention into possession immediately. In such cases the Customer shall provide NI with immediate access to the Product and do everything in order to help NI exercise its right to repossess the Product.
- 7.3 NI retains all title to ownership without any limitation, and especially every copyright concerning any documentation, including drawings (“documentation”) which NI provides

in connection with the conclusion of this Agreement, unless NI makes an explicitly different statement.

8. Warranty, Liability/ Limits of the Process

- 8.1 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 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 repairs or replaces the 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, 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.
- 8.2 The Customer shall check the delivered Product and the performed Service to detect possible deficiencies after the delivery of the Product / after the performance of the Service and report the deficiencies without delay, or within two weeks after the discovery of a possible fault, at the latest. Any report on a fault shall be forwarded in writing, describing the fault in detail. We are not responsible for any error discovered more than 2 years after the performance of the Service.
- 8.3 Within the limits of the obligatory binding law, in no event, NI and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) do not bear any responsibility for any damages, including any direct, indirect, expenses, lost profits, lost savings, business interruption, lost business information, the increased production costs, insurance, or any other damages arising out of the use or inability to use the Products, even if NI or its licensors, distributors, and suppliers has been advised of the possibility of such damages. Customer acknowledges that the applicable purchase price or license fee for the Products reflects this allocation of risk. In cases where NI does not meet its commitment of engagement, the responsibility of NI shall not exceed the greater of fifty thousand Euros (EUR 50,000) or fees paid for the specific product that caused such damage. NI shall not bear any responsibly except for the damages occurred due to willful misconduct or gross negligence. The provisions of this Section apply to claims for damages emerging from this Agreement or bilateral obligations arising from

other title, including violations of obligations prior to the conclusion of the Agreement and responsibility based on Article 1357 of the Romanian Civil Code. The starting date of the tortious conduct is considered to be a relevant point of time concerning the predictability the occurrence of the damage. The aforementioned provisions shall not apply to claims based on the Law no. 240/2004 on the liability of producers for the damages generated by defective products. Any other claim – be it based on a contract or other legal grounds – shall be excluded.

9. Warranty for Services

- 9.1 NI gives a guarantee for an appropriate and professional provision of the Services. Apart from what is included in the preceding Section and anything beyond the scope of those aforementioned, NI does not give any guarantee concerning our Services, including but not limited to any guarantee regarding the product of a third party or rather, any results attainable on the basis of our Services or any recommendation given by NI, especially including but not limited to any guarantee regarding the functioning, marketability, suitability, legal impeccability or suitability for any purpose of any of NI's Products or Services, any system emerging from the application of any suggestion NI makes.
- 9.2 In order to validate any claim arising from our provision of guarantee, NI shall be notified on the deficiencies of our Services in a written form within 90 days following the fulfillment of our Services.
- 9.3 Limitation of liability. NI does not take responsibility for any direct or indirect damages that arise concerning the fulfilled Services or in connection with those, especially including but not limited to the loss of the applicability of Products or other Software, as well as data respectively, including their unsuitability to achieve a certain defined result, even if NI has been previously warned about the possibility of such damages, or if the damage was directly caused by a suggestion or an instruction given by NI.
- 9.4 NI limits its liability for damages arising from events connected with NI's Services, or damages emerging from a series of events being in connection with each other, but not including claims concerning damages to life, security and health resulting from NI's Services, to the greater of fifty thousand Euros (EUR 50,000) or fees paid for the specific Product that caused such damage. These provisions apply to the sharing of risks in the Agreement concluded between NI and the Customer. NI defines the prices of its Products by taking the aforementioned sharing of risks and limitations of NI's liability into account.
- 9.5 Compensation. The Customer takes responsibility for any damage, debt, claim or procedure (and undertakes to pay a compensation to NI or hold NI harmless) which stem from the fact that (a) the Customer did not obtain the user licenses or intellectual property rights or any other permissions necessary for the support of Products or the fulfilling of Services, including but not limited to the rights for copying or reproducing a software provided by the Customer; or (b) the Customer made a false warranty statement concerning the possession of an export license or the unlicensed exportability of software or other products.

10. 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. An 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.

11. Infringement, Liability for Infringement

- 11.1 NI shall take action at its own cost against any legal claim, arising from the sale of Products, according to which the Products, or any of their parts, infringe any patent, copyright or trademark registered in the United States or in the European Union, provided the claim does not emerge from the use of Products combined with products of manufacturers other than National Instruments or from the alteration of the Products, further provided that the Customer immediately notifies NI following receipt of the legal claim and fully cooperates with NI in the preparation of the defense strategy.
- 11.2 If the Customer provides NI with the necessary authority, help and information necessary for the settlement of a legal dispute and legal defense, NI shall bear all the damages concerning the case, furthermore expenses of the Customer incurring in connection with NI's written summons, provided that NI is not responsible for any agreements that had been concluded without NI's previous written consent.
- 11.3 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.
- 11.4 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 of Great Britain and Northern Ireland or the European Union.
- 11.5 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. 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.**
- 11.6 The aforementioned provisions constitute the exclusive rights of the Customer enforceable against NI therefore they comprise NI's entire liability in case of infringements of patent rights, trade marks or copyrights concerning products transferred on the basis of this Agreement. This limited liability substitutes all legal or compulsory guarantees, warranties prescribed by law in case of infringement.

- 11.7 The aforementioned provisions are not directed towards lawsuit commissions. If the claim is enforced against the Customer in a legal action by a third party, we are entitled to intercede for the Customer as intervener.
- 11.8 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 the Customer any ownership rights in or license rights to such intellectual property.

12. Restrictions concerning the Use of Products

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.

13. Confidential Information

The Customer shall in any case – both during the performance of the Agreement and after its cessation – keep any commercial or technical information concerning our Products as highly confidential in connection with any third party, and especially is not entitled to provide NI's competitors with access to such information, even if the information was not expressly marked as “confidential”. This obligation of confidentiality shall not include information that had already been known by the Customer, or the public, or became public irrespective of the Customer after it was disclosed to the Customer, or was disclosed to the Customer by a third party, without the breach of any laws or obligation of confidentiality. The Customer shall bear the responsibility for fulfilling the obligation of confidentiality of his employees and their assignees.

14. Compliance with Laws

- 14.1 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.
- 14.2 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, 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), (ii) transfer such Customer Data to other National Instruments companies including those located outside the European Economic Area for the purposes specified in (i) and (iii) for commercial statistics purposes.

- 14.3 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.
- 14.4 For the avoidance of any doubt, the clauses in this Agreement apply only in case the Customer is a legal entity and not a consumer, in the meaning of the Romanian consumer protection legal enactments. In case the Customer is a consumer, the relevant Romanian consumer protection legal enactments shall apply with priority over the provisions of this Agreement.

15. Place of Performance, Venue, Applicable Law

- 15.1 For the settlement of any legal dispute concerning this contractual relationship – with respect to the value of the matter in dispute – the competent court sitting in Cluj Napoca, Romania shall have exclusive venue. However, we reserve the right to enforce our claims before the competent court according to the registered seat of the Customer.
- 15.2 The laws of Romania shall be applied to this contractual relationship. We explicitly exclude the application of the Convention on Contracts for the International Sale of Goods.

16. Miscellaneous

- 16.1 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.
- 16.2 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.

- 16.3 This Agreement may not be altered, supplemented, or amended by the use of any other document unless otherwise agreed in writing by NI.
- 16.4 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.
- 16.5 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.
- 16.6 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.
- 16.7 Among the conditions included in this Agreement, the provisions in Sections 1.3., 3.1., 3.4., 4.2., 5.2., 6.8., 8., 9., 11. and 12. are different from the usual contractual practice.
- 16.8 The Customer declares that he acknowledged the information on the conditions different from the usual contractual practice and expressly accepted them by signing this document.