

## STANDARD PURCHASE TERMS AND CONDITIONS

1. AGREEMENT NCR shall be bound by this Purchase Order Agreement (PO) when Supplier executes and returns an unamended acknowledgment copy to NCR. Supplier shall be bound by this PO when Supplier executes and returns the acknowledgment copy, or begins work on the Product or service(s), or ships any of the Product ordered under this PO. This PO, plus an applicable master agreement between the parties and documents referenced herein, if any, shall constitute the entire agreement between Supplier and NCR with respect to the subject matter of this PO, superseding all other agreements or understandings of the parties. No agreement to modify this PO, nor add or differ terms or prior offers by Supplier, shall be binding upon NCR unless agreed to in a writing signed by NCR. The invalidity in whole or in part of any or all provisions hereof shall not affect the validity of any other provision. The term "Product(s)" refers to the deliverables covered by this PO, and therefore may include goods, services, hardware, software, parts, components, supplies, or any combination of these. Estimates or forecasts furnished by NCR shall not constitute commitments. No failure by either party to insist upon strict compliance by the other party with any of the terms, provisions, or conditions of this PO, in any instance, shall be construed as a waiver or relinquishment by either party of the other party's right to insist upon strict compliance thereafter.

2. **PRICES, CHANGES, CHARGES** Prices are payable by NCR 60-days (or unless otherwise agreed in writing and referenced on page one of this PO) after receipt by NCR of both a correct invoice and the goods or services NCR shall not be invoiced at a price higher than last charged or quoted by Supplier for the same Product, unless a higher price is authorized in writing by NCR. No price increases or extra charges, and regardless of time, shall be binding on NCR unless authorized in writing by NCR. Any price reduction made by Supplier with respect to the Product ordered, subsequent to the placement of the PO by NCR, and prior to NCR's receipt of the Product, shall apply to this PO. Supplier represents that the prices charged under this PO are the lowest prices charged by Supplier to buyers of a class similar to NCR purchasing in quantities and under circumstances comparable to those specified herein. NCR reserves the right at any time to make changes to the specifications to which the Products are to conform, and the effects of such changes shall be binding on NCR. Supplier shall be responsible to apply against NCR for taxes, import duties, transportation, packaging, packing, returnable containers, documentation, and media unless otherwise agreed. All sales, use, excise, or similar taxes to be paid by NCR must be itemized separately hereon and on invoices. Any payment made by NCR hereunder, including the final payment, shall not prevent NCR from recovering any amount over-paid or wrongfully paid however such payments may have arisen including but not limited to those paid to Supplier by NCR in NCR's possession which are due or which may become due to Supplier or may be recovered as a debt.

3. **TITLE & RISK OF LOSS.** Title, risk of loss and damage will pass from Supplier to NCR upon delivery by Supplier to NCR's selected common carrier or, if the carrier is paid by Supplier, when delivered to NCR's representative at the applicable delivery point in accordance with the terms of this PO. Passing of property shall not prejudice NCR's right to reject Product as set out herein.

4. SPECIFICATIONS & INSPECTIONS Products will comply with the information and specifications submitted to Supplier by NCR, including but not limited to markings, labels, warnings, patterns, samples, drawing functionality and operating environment requirements. Products shall at all times be subject to inspection and test by NCR, and NCR may reject Products which do not conform to the specifications. If rejected after delivery, rejected Products will be returned to Supplier at Supplier's risk and expense. If services are rejected Supplier will perform such work as necessary to provide the services required. Payment for any Product shall not constitute acceptance thereof, and if any Product is rejected after acceptance, Supplier shall be liable for the same for full refund or, in the alternative, to reject the work and receive restitution. These buyer's remedies are in addition to any remedies available at law. No substitutions of materials or accessories may be made without NCR's written approval. Shipments must be packaged according to specifications, and otherwise so as to permit efficient handling, provide adequate protection, and comply with requirements of carrier. Damage resulting from improper packaging will be charged to Supplier.

**WARRANTY** Supplier warrants for a minimum period of one (1) year (or longer period as offered by Supplier) after date of receipt, that the Products furnished hereunder will be in full conformity with all specifications and/or other descriptions and will be new when delivered, merchantable, and of good quality material and workmanship, free from defects. If the Product is software, it shall contain no viruses, spyware, or other malicious code. If the Product is hardware, it shall be free from defects when performed or information provided will be accurate. These warranties shall be in addition to any warranties of broader scope and service warranties and guarantees of Supplier, shall survive inspection, test, acceptance, and payment, and shall run to NCR, its successors, assignors, and customers. NCR may, at its option, either return for full refund or credit, or require prompt correction or replacement of defective products. Nonconforming products, which are defective or nonconforming, shall be made Subject to the law of the State of California. Return of Supplier's defective or nonconforming products shall be made. Supplier's expense and no replacements of defective or nonconforming products shall be made unless specified by NCR. Products required to be corrected or replaced shall be subject to this warranty and Section 4 above to the same extent as products originally delivered under this Agreement. If applicable, Supplier warrants that the Products will meet or exceed the failure rate and/or reliability requirements set forth in the applicable specification. If the Products do not meet or exceed the failure rate and/or reliability requirements set forth in the applicable specification, the Products shall be deemed an epidemic failure. Claims for non-compliance will be established from NCR's service records for the Product. In the event of non-compliance, Supplier will (a) correct the cause on all Products to be shipped thereafter and (b) repair or replace all affected Products shipped within the previous 48 months or pay NCR its costs of remedying the non-compliance. If the Products do not meet or exceed the failure rate and/or reliability requirements set forth in the applicable specification, Supplier agrees to defend, indemnify, and hold NCR harmless from and against any demand or claim made by any third party (including but not limited to NCR's resellers and end users) directly or indirectly alleging a Product's failure to comply with these warranties.

6. **DELIVERY** Supplier will meet the specified delivery or performance date(s) of this PO with the time(s) of delivery being of the essence. Any delay will be excused only if (i) such delay is due to strike, fire, windstorm, riot, act of God or public enemy, or other unforeseeable causes beyond the control and without fault or negligence of Supplier and if (ii) Supplier shall have notified NCR in writing of the existence of such cause within five days after the commencement of the delay, giving pertinent information concerning such cause. If, less than 10 days prior to the applicable delivery date, and NCR has not been made more than 10 days prior to the applicable delivery date, and NCR has not requested earlier deliveries, Supplier's risk and expense, or charge Supplier any additional costs sustained because of the same. If delivery of products is not accomplished at the time or times indicated in this PO, NCR reserves the right, without liability and in addition to its other rights and remedies, to terminate this PO by notice effective immediately upon receipt by Supplier, and to arrange for completion of performance and/or to purchase substitute products elsewhere and charge Supplier with any loss incurred. No provision of this PO shall prevent the delivery of products in installments, which shall be construed as making Supplier's obligation severable. Should the entire PO be cancelled, the NCR's written consent will not be accepted and will be Supplier's risk. NCR shall not be liable to pay storage costs for any Products unless storage is requested by with the costs agreed to in writing by NCR

7. **NCR FURNISHED PROPERTY "NCR Tools"** are defined as tools, equipment or other property furnished to Supplier by NCR. "Non-Unique Tools" are either general tools or special tools made to produce and which have application only to produce the Products. "Unique Tools" are tools which have application only to Supplier's method of operation which may be either general or special. NCR Tools shall remain the property of NCR, unless otherwise agreed. Non-Unique Tools which are specifically paid for by NCR, whether itemized separately or included in the price of any Product and are for use in the production of a particular Product, shall be the property of NCR. Unique Tools shall be the property of other Non-Unique Tools and Unique Tools shall be the property of Supplier, but any such tools shall be subject to use by NCR in the event Supplier is unable to make deliveries due to a cause set forth in Section 6. Any property owned by NCR shall be used only in filling the order set forth in this PO and any similar orders from NCR, shall be held at Supplier's risk, and shall be kept insured by Supplier at its expense while in its custody and control in an amount equal to the replacement cost thereof, with loss payable to NCR. When so instructed by NCR, Supplier shall deliver any property owned or subject to use by NCR (or to any other person NCR may designate) in good condition, ordinary wear and tear excepted, and such property shall be subject to repossession or removal by NCR upon NCR's instructions.

8. **CONFIDENTIALITY.** Unless otherwise agreed, all information related to operating methods, know-how, and financial and business information given to Supplier by NCR or otherwise acquired shall be in confidence. Supplier shall take all reasonable precautions to prevent any such information from being divulged to any person for any purpose other than to perform this PO, including having recipients acknowledge the confidential status of such information and agreeing to like restrictions on divulging such information. These confidentiality obligations shall survive termination of this PO and will continue for 3-years thereafter. Information presently in the public domain, or which is rightfully received by Supplier from a third party, shall not be deemed confidential. Supplier shall not disclose to NCR any information that it deems to be confidential, and it is understood that no information received by NCR, including without limitation manuals, drawings and documents, will be deemed confidential. Supplier agrees that any legend or other notice on or pertaining to any information or materials supplied by it that is inconsistent with the preceding sentence shall create no obligation on the part of NCR. Supplier shall not, without the prior written consent in writing, advertise or disclose the fact that Supplier has furnished Products to NCR under this PO, nor make public use of NCR trade name, trade mark or other designation of NCR or its affiliates.

9. RIGHTS IN DEVELOPMENT If this PO is for Product or any part of it is for software or product development services, Supplier shall disclose and assign on demand, and it does hereby assign to NCR, any and all inventions, improvements, or developments, each whether patentable or not, which it may make or assist in making in the course of such development. Supplier assigns, and agrees hereafter, to assign to NCR all patents, copyrights, and applications for patents or copyrights, in connection with any such development, and agrees to execute and deliver all documents necessary to carry out this assignment. If NCR may request, Supplier shall cause every appropriate person employed by or associated with it to enter into an agreement under which such person shall disclose and assign to Supplier or NCR all inventions and execute all papers and do all acts deemed necessary by Supplier or NCR relative to

assignment of intellectual property, including but not limited to copyrights and patents. In addition, all information, ideas, results, trademarks/names and data developed by Supplier as a result of developmental work contemplated by this section shall be transmitted by Supplier only to NCR and shall become the exclusive property of NCR, and shall likewise be regarded by Supplier as confidential for the same period and subject to the terms provided in Section 8. Supplier hereby warrants that it is free to enter into this PO and has no obligations or requirements under any other agreement contrary to any of the terms and conditions contained herein.

10. LICENSE, GRANT/EE If the Product or any part of it is software to be provided to NCR for its internal use, Supplier grants to NCR a perpetual, worldwide, non-exclusive, non-transferable license to use the software. If software is for re-sale, Supplier grants to NCR a royalty-free, perpetual, worldwide, non-exclusive, non-transferable license to distribute, resell, or otherwise use the software, in which case the software package includes a "break the seal" license agreement. NCR may not directly or indirectly transfer the package to its customer without altering the package or its contents and the license agreement will be between Supplier or Supplier's licensor and the end user. If the software does not contain a "break the seal" license agreement or if NCR opens the package for installation of the software prior to resale, NCR grants to NCR's customers a software purchase standard license agreement. NCR grants to NCR's customers a perpetual, worldwide non-exclusive license to use Supplier's trademarks and tradenames in connection with the software copies made under this license. Supplier agrees to take such reasonable necessary steps to preserve copyrights to the software and related documents.

11. INDEMNIFICATION FOR INFRINGEMENT Supplier shall promptly investigate and defend, at its own expense, all claims, allegations, suits, actions, or proceedings in which NCR, or its subsidiaries, agents, their successors, assigns, distributors, dealers, customers or other users of NCR's or its subsidiaries' equipment, software, supplies, or services are made defendants or claimed potential defendants for alleged infringement or alleged inducement of infringement, or unauthorized use of unlawful use of any patent, copyright, or trademark, wherever registered or issued, or trade secret, mask work, or proprietary data, or other information resulting from the manufacture, sale, use, or lease, or other disposition of any Product purchased under this PO, except to the extent specific product design is provided to Supplier by NCR. Supplier further agrees to pay and discharge any and all judgments or settlements which may be rendered in any such suit or proceeding against any such defendant. Supplier shall have the right to seek and to conduct such suits or proceedings on its own terms and conditions. Supplier's own selection consistent with these terms. If Supplier fails to promptly investigate and defend or settle as provided herein, then NCR shall, following notification to Supplier, have the right to then take sole control of the defense of any said claim, allegation, suit, action, or proceeding and all negotiations for its settlement or compromise, and Supplier agrees to pay, as they become due, all of the costs, expenses, and reasonable attorneys' fees incurred and judgments or decrees which may be rendered. Supplier will indemnify and hold NCR harmless from and against all such claims, damages, losses, expenses, and costs, components which are included with or make up the Products, and Supplier agrees to enforce such terms on its behalf and for the benefit of NCR.

12. **LIABILITY** In no event shall NCR be liable to Supplier for any special, indirect, incidental or consequential damages, or for loss of profits, revenue or data, whether in an action in contract, tort, product liability, statute or other wise, even if advised of the possibility of those damages.

13. **ASSIGNMENT & SUBCONTRACTS** Supplier shall not assign this PO or any rights or obligations hereunder, nor shall Supplier subcontract with any other party for the furnishing of any completed or substantially completed Products or services described in this PO, without NCR's express written consent, and in such event Supplier will remain fully liable for subcontractor's work, and any subcontractor approved by NCR will be required by Supplier to agree in writing to perform in accordance with the terms of this PO and to permit NCR to exercise all rights under this PO as if the subcontractor had executed this PO.

14. COMPLIANCE WITH LAWS In connection with providing Products under this PO, Supplier will, at its expense, and as applicable will cause its agents, employees and subcontractors to comply with all applicable federal, state, local and foreign laws, rules, acts, orders and regulations, including but not limited to, employment laws, labor laws, immigration laws, export controls, environmental laws, safety and electronic product laws, and take-back (e.g., in Europe, WEEE and RoHS directives). Supplier will identify and procure all required permits, certificates, licenses, insurance, approvals and inspections; and will submit all reports, certifications, and other documents as required, including information related to the proper and safe handling of the products. Should Supplier's services hereunder require it to perform, support, or handle any importation of any item into the U.S., Supplier will cooperate with NCR to address the recommendations of U.S. Customs relative to its Customs-Trade Partnership Against Terrorism (C-TPAT) program and comply with its requirements. To the extent permitted by local law, in compliance with the provisions of all applicable federal, state, and/or local laws, regulations, rules, and orders, Supplier will utilize standard industry practices such as, but not limited to, the following: (a) bar code scanning; (b) written integrity tests; (c) driving tests; (d) drug test; (e) polygraph tests or (f) written integrity tests, to ensure fitness of employment if Supplier is required to perform work or services at an NCR or NCR Customer location. Supplier will not employ any person performing work on NCR related products or services that fail or would fail to meet the minimum selection criteria, and should any questionable person be used, Supplier will notify the Supplier. Supplier will request NCR to remove any person to be removed from providing its services hereunder. Any provision which is required to be a part of this PO by virtue of any law is incorporated herein by reference. Supplier will conduct business ethically, follow generally accepted accounting practices, and will promote policies and practices requiring its employees, agents and subcontractors to conduct business according to the principles set forth in this paragraph. Supplier, its employees, agents and contractors will adhere to NCR's site security rules when visiting NCR premises.

15. **GOVERNMENT CONTRACT PROVISIONS** If this PO is being placed in fulfillment of an NCR contract with any national or local government entity, all provisions required by such contract to be included herein are hereby incorporated by reference with the same force and effect as if they were included in full text.

16. TERMINATION NCR may terminate this PO in whole or in part at any time upon NCR's written notification to Supplier as follows: .1) at NCR's convenience, and in such case the extent of NCR's liability shall be: a) if the Product is software or services, to pay the portion of the contract price as the work completed prior to the whole, or b) if the Product is hardware, to pay the cost of the existing inventory plus the inventory buy-back requirement; and c) all other cases, to pay the purchase price within thirty (30) days following the date of termination, plus the existing "work-in-progress" inventories required to fulfill an additional thirty (30) days of deliveries, except that there shall be no liability for inventories in either category which is readily usable or resaleable. "Finished goods" shall mean goods that have passed final acceptance test and are waiting delivery. "Work-in-progress" shall mean material that has been received by Supplier and is being worked on, but will not be delivered until completion of raw material in a stage of completion no more than necessary to meet delivery schedules. .2) for cause, relative to any default by Supplier involving: a) Supplier's failure to develop Product, deliver the Product, and/or render the services specified herein within the time designated herein, or b) Supplier's failure to make progress in the performance of its obligations under this PO. With respect to any such eventuality, Supplier shall be liable to NCR for the full amount of the contract price, whether or not, upon Supplier's failure within 10-days after receipt of NCR's notification, to provide a remedy satisfactory to NCR to cure such failure or noncompliance. .3) in the event Supplier becomes insolvent and/or the subject of any proceedings under law for the relief of debtors, or bankrupt, or makes assignments for the benefit of creditors. In the event of termination by NCR due to Supplier's default or insolvency, NCR shall retain the right to sell the materials and products in Stock on hand, and in the event of termination for any reason, NCR may further notify Supplier that all right, title, and interest in and to all or any portion of materials acquired by Supplier for the performance of this PO, work-in-progress, and/or completed Products specified in such notice, shall pass immediately to NCR upon payment thereof. Under these circumstances, Supplier grants NCR the right to enter upon the premises of Supplier for the purpose of inspecting and removing the materials and products in Stock, and take possession thereof. Terms under this PO, which, by their nature would continue beyond termination or expiration of this PO, shall survive.

17. **PRODUCT LIABILITY & INSURANCE** Supplier will defend, indemnify NCR from and against all liability resulting from any and all claims by third parties for loss, damage or injury (including death) caused by any Product to the extent not caused by misuse, abuse or other fault directly attributable to NCR. Its obligation to defend, provide the support and indemnify NCR shall survive the termination of the term of the contract, provided that Supplier is notified by NCR of all claims within a reasonable period of time following NCR's actual notification of the claims, and provided further that the Supplier maintains full control over any negotiation, arbitration, or litigation concerning the claims. Supplier will maintain during the execution of this PO, and at its expense, all insurance required by law, including, without limitation, workers' compensation, and such other insurance, including, without limitation, product liability insurance, as may be required by law. Supplier shall not be liable for Supplier's and NCR from harm, injury (including death) or damage in connection with this indemnification.

18. **DISPUTES & GOVERNING LAW** Should any dispute occur between the parties arising out of or related to this PO or otherwise, or their rights and responsibilities to each other, the matter shall be settled and determined by arbitration under the then current rules of the American Arbitration Association (AAA). The arbitration will be conducted by a single arbitrator, the decision and award of the arbitrator shall be final and binding, and the award so rendered may be entered in any court having jurisdiction thereof. The arbitrator will not be authorized to award punitive or exemplary damages to either party. The Uniform Commercial Code applies to this PO. The arbitration shall be held and the award shall be deemed to be made in the city wherein the NCR office issuing this PO is located. The laws of the State of New York, including application of its conflict of laws provisions shall apply to this PO. The arbitration shall be held within two years for as otherwise law provided by law) after the cause of action accrues. With regard to POs issued by NCR outside the U.S., the laws of the country wherein the NCR office issuing this PO is located shall apply, and with regard to any disputes, an independent arbitration or alternative dispute resolution organization, in that country may upon agreement of the parties be selected by the parties, or if the parties are unable to agree, such disputes will be resolved by a court having jurisdiction.