

General Terms of Sale and Delivery of NeoCortec A/S

1 Scope

- 1.1 The below general terms of sale and delivery apply to all agreements concluded between any legal entity of NEOCORTEC A/S (the "Seller") and the Buyer on the delivery of goods and services (the "Products") delivered by the Seller. Deviations from this agreement only apply if agreed upon in writing. Buyer's Standard terms, National or International Terms for Purchase or Sale are specifically excluded.
- 1.2 Should any discrepancies occur between the Buyer's terms of purchase, and these present terms of sale and delivery, the Seller's terms of sale and delivery will prevail.
- 1.3 Quotations made by the Seller will lapse if not accepted within four (4) weeks from the date of quotation.

2 Conditions of Use

- 2.1 Seller grants Buyer a non-exclusive, non-transferable, worldwide license to use the NeoCortec software provided to Buyer to the extent necessary to operate and use the NeoCortec hardware. NeoCortec application software may be modified and sublicensed to the extent necessary for Buyer and its customers to operate and use the Products. Except where Buyer is a distributor, the resale of standalone Products is strictly prohibited. It is, unless expressly authorized in this Article 2 or by mandatory provisions of law, forbidden to decompile, to detect the source code or the underlying user interface techniques or algorithms of the software, to change, reproduce or develop the software, to take action that would cause the software to be placed in the public domain or open source community or general public libraries, or to reproduce, change or reverse engineer the hardware. The software and the Third Party Software provided by Seller is licensed pursuant to the applicable license terms identified hereunder, in a separate agreement, in the applicable source code file(s) and/or file header(s) provided in/with the software, respectively the Third Party Software. Seller's Products may not be used in weapons and weapon systems (e.g. systems for identifying targets or for the guidance of missiles, bombs or bullets), including for testing and simulation of such weapon systems. Seller's Products are not intended for use as critical components in or in combination with (a) automated driving assistance device or system in any automotive application and mechanism, or (b) any kind of medical life-saving or life support device or system (including any device or system that is intended for surgical implant into the human body or to support or sustain life) and whose malfunction or failure to perform may result in significant injury or death to the user, or (c) any nuclear facilities, or (d) any air traffic control device, application or system, or (e) any other device, application or system where it is reasonably foreseeable that failure of the Product(s) as used in such device, application or system would lead to death, bodily injury or property damage. A component is critical when its malfunction or failure to perform may cause the failure of a device or system, or may affect the effectiveness of such device or system. Any use for which NeoCortec Products are not intended for is at Buyer's risk and Buyer shall indemnify Seller from claims resulting from such use.

3 Ordering, delivery and prices

- 3.1 All prices stated are for delivery ex works in accordance with current Incoterms inclusive of packaging but exclusive of EU-pallets and frames unless otherwise agreed in writing. However, the

Seller undertakes to dispatch the products according to the Buyer's instructions. In such case, the dispatch is effected on behalf of the Buyer and at the Buyer's own expense and risk unless otherwise agreed in writing.

- 3.2 All prices stated are exclusive of VAT and any existing or future public duties and other costs beyond the Seller's control. The Seller reserves the right to make price adjustments if documented changes in components and raw material prices, pay under collective agreements, taxes and duties on goods, tariff rates, import/export duties, exchange rates or other conditions beyond the Seller's control increase the price of delivery of the Seller's Products.
- 3.3 Unless otherwise specifically mutually agreed upon in writing, any confirmed frame order issued by the Buyer shall be called off in full and delivered within one (1) year calculated from the day of the first delivery of the frame order. The remaining surplus will hereinafter be delivered and invoiced.
- 3.4 Any possible change in time of delivery and volume of the purchase order may change the commercial conditions and may be invoiced as a consequence. Changes to confirmed date of delivery within less than eight (8) weeks, shall specifically be agreed upon in writing.
- 3.5 The Seller will, by the Buyer's cancellation of the purchase order partly or in total, invoice the remaining already produced quantity of the cancelled purchase order to the Buyer, inclusive any dedicated remaining stock of raw material or components acc. to the conditions in Article 3.3.

4 Payment

- 4.1 Terms of payment are net cash 30 days from the date of invoice. In the event of a delay in payment, the Buyer must pay interest of 1.2 percent of the invoice amount counted from the first due date per month or fraction of a month.
- 4.2 The Buyer is not entitled to effect a setoff against the Seller's claim for payment unless such counterclaim has been approved by the Seller in writing or established by court order.
- 4.3 The Seller reserves the right, at his own expense, to take out a credit insurance limited to the expected risk for each customer. The expected risk is calculated as the sum of the ordered but not delivered goods within the planned period, stock, and work in progress and amounts owed for invoiced but not yet paid deliveries. If it is not possible to obtain such insurance coverage due to the Buyer's financial conditions, the Buyer must be able to provide an alternative kind of financial security to the Seller upon request; alternatively, a different kind of payment may be agreed upon.

5 Time of Delivery

- 5.1 If delivery is delayed due to force majeure or as a consequence of actions or omissions on the part of the Buyer, including, but not limited to, modifications to the Products, the time of delivery will be postponed to the extent considered fair based on the circumstances. This will apply even if the cause of delay should occur after the originally agreed time of delivery.
- 5.2 Force majeure includes events, which prevent delivery or make delivery unreasonably onerous, and the influence of which on delivery could not be foreseen at the conclusion of the agreement, including, but not limited to, industrial disputes and any other condition, which is beyond the control of the seller, such as fire, war, mobilizing or military callup to a corresponding extent, requisition, impounding, exchange control regulations, riots and civil disorder, lack in means of

transport, general scarcity of goods, restrictions in motive force and defects in or delay of supplies from sub suppliers, which are owed to the circumstances mentioned.

- 5.3 Any delay will only entitle the Buyer to damages if the Buyer is able to prove that the delay is attributable to willful neglect on the part of the Seller.

6 Liability for Defects

- 6.1 All products are warranted for quality and the agreed workmanship standard for 12 months ex. Works.
- 6.2 If the Product does not correspond to the information provided by the Seller or is not of the usual quality for such service and provided that the Buyer has initiated an investigation in accordance with the provision above, the Seller is obliged to redeliver or remedy the defective Product at its own discretion. The Buyer will not be entitled to demand a reduction in the purchase price or cancel the purchase. It is presupposed that the Product is stored, processed and treated as prescribed. Redelivery will take place as quickly as possible from the currently supplying production plant.
- 6.3 It rests with the Buyer to examine the Product delivered immediately after delivery. The Buyer is obliged to immediately notify of defects manifested. If the examination made by the Buyer is not carried out in a thorough or proper way, the Seller will not be liable therefore.
- 6.4 Notification of defects must take place no later than ten (10) days after the Buyer has or ought to have manifested the defect. Notification must be done in writing with a thorough description of the defect. If such deadline is not met, the Buyer's right to give notice of the defect will lapse.
- 6.5 The Seller is only liable for defects caused by gross negligence and cannot be made liable for loss of production, operating loss, loss of profit or any other indirect loss, including postage at the Buyer or any third party.
- 6.6 The Seller's liability for defects may never exceed an amount corresponding to the invoice value of the defective Product.

7 Business and Product Liability

- 7.1 The Seller is only liable for personal injury or property damage caused by the Products sold if it can be established that the injury or damage was caused by faults or negligence for which the Seller is liable or committed by others for whom the Seller is responsible. Property damage is limited to Euro 675,000 per year.
- 7.2 In cases of delay or defects, the Seller will never be liable for operating loss and loss of profit or other similar, indirect losses, including daily penalties.
- 7.3 If the Seller is deemed liable to any third party as a consequence of the Buyer's resale or other use of the Seller's service, the Buyer must indemnify the Seller to the same extent to which the Seller's liability is limited under clauses 6 and 7.

8 Indemnification

- 8.1 Buyer shall indemnify and hold Seller harmless against any and all damages, liabilities, penalties, fines, costs, and expenses, including attorneys' fees, arising out of claims, suit, allegations or charges of Buyer's failure to comply with the General Terms and Conditions.

9 Intellectual Property Indemnification.

- 9.1 Subject to clauses 2 and 9.2 through 9.5, Seller will defend Buyer against any claim, suit, or proceeding brought against Buyer, insofar as such claim, suit, or proceeding is based on an allegation that Products manufactured and supplied by Seller to Buyer directly infringe any United States, Canadian, Chinese, or European Union member country patent (excluding utility models), copyright, or trade secret ("Covered Claim"), and Seller will pay any damages, losses, or costs (excluding consequential and exemplary damages) finally awarded against Buyer for a Covered Claim, or agreed to by Seller as settlement or compromise of a Covered Claim.

Seller has no obligation to defend or indemnify Buyer unless Buyer:

- (a) promptly informs Seller of the Covered Claim and furnishes Seller a copy of the claim, suit, or proceeding,
- (b) gives all evidence in Buyer's possession, custody, or control to Seller, and
- (c) gives Seller reasonable assistance in and sole control of the defense thereof and all negotiations for its settlement or compromise. Buyer agrees to make available to Seller the benefit of any defense available to Buyer to any Covered Claim hereunder, including, but not limited to, any license or option to license or sub-license any intellectual property right that is the subject of such Covered Claim. Buyer will be entitled to participate in its defense at its own expense with counsel of its own choosing.

- 9.2 If Seller is obligated to defend Buyer pursuant to Section 9, Seller may, but has no obligation to:
- (a) obtain a license that allows Buyer to continue the use of the Products,
 - (b) if Buyer is enjoined from using the Products, replace or modify the Products so as to be non-infringing, but in a manner that does not materially affect the functionality of the Products, or
 - (c) if neither (a) nor (b) is available to Seller at a commercially reasonable expense, then Seller may stop selling the Products to Buyer without being in breach of this contract.

If Seller elects to provide either of the options set forth in clauses (a) and (b) above, Seller's obligation pursuant to Section 9.1 will be entirely fulfilled as to that Covered Claim, except for any damages, losses, or costs (excluding consequential and exemplary damages) incurred by Buyer prior to Seller taking such action. If Seller elects the option set forth in clause (c) above, Seller's indemnity obligation under this contract will be entirely fulfilled, regardless of any additional claims, and Buyer will return to Seller any and all Products remaining in Buyer's possession, custody, or control.

- 9.3 Seller will have no liability or obligation under Sections 9.1 or 9.2:
- (a) if Buyer has not purchased the Products subject to the Covered Claim within the thirty-six (36) months preceding the date Buyer informed Seller of the Covered Claim,
 - (b) if Buyer has not fully and promptly paid in full for the Products subject to the Covered Claim,
 - (c) if the Covered Claim arose because Buyer or Buyer's customer brought a claim, suit, or proceeding against a third party,
 - (d) for any costs, losses, or damages resulting from Buyer's willful acts, or any settlement or compromise incurred or made by Buyer without Seller's prior written consent, and
 - (e) to the extent that a Covered Claim is based upon:

- 1) Buyer's use of the Products in combination with any other Product, device, software, or equipment,
 - 2) Buyer's use of the Products in a process, including a manufacturing process,
 - 3) Buyer's modifications to the Products,
 - 4) Seller's compliance with Buyer's particular design, instructions, or specifications, or
 - 5) Seller's compliance with any industry or proprietary standard or Buyer's use of the Products to enable implementation of any industry or proprietary standard (such claims - i.e., those set forth in (1) through (5) above - are individually and collectively referred to herein as "Other Claims").
- 9.4 Buyer will defend Seller against any claim, suit, or proceeding brought against Seller insofar as such claim, suit, or proceeding is based on Other Claims and Buyer will pay any damages, losses, or costs (excluding consequential and exemplary damages) finally awarded against Seller for any Other Claims or agreed to by Buyer as settlement or compromise of any Other Claims. Seller will be entitled to participate in its defense at its own expense with counsel of its own choosing.
- 9.5 THE FOREGOING STATES THE SOLE LIABILITY OF THE PARTIES FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, IN REGARD THERETO. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING INTELLECTUAL PROPERTY INDEMNIFICATION TERMS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT, AND THAT IN THE ABSENCE OF SUCH TERMS, THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

10 Ownership

- 10.1 Ownership of the Hardware shall remain with Seller until receipt of full payment. No intellectual property rights are assigned or sold.

11 Technical Information

- 11.1 Instructions, recommendations, data and drawings in summaries, brochures, datasheets, manuals, catalogues and on Seller's website are not binding and do not constitute a warranty (express, implied or statutory). Seller may modify such information at any time without notice.

12 Confidentiality

- 12.1 Unless a confidentiality agreement applies between the Seller and Buyer (which shall take precedence), the following terms shall apply: technical, financial or commercial information (including the business relationship) disclosed by Seller to Buyer shall be treated by Buyer as strictly confidential and may not be copied, modified or disclosed to third parties by Buyer. Seller reserves the right to share Buyer's information with third parties in order to fulfill legitimate business interests or to comply with legal requirements (including but not limited to sharing with Seller's auditors or Seller's licensors' auditors, as required by a court order, subpoena or government investigation).

13 Export Control and Regulatory Requirements

- 13.1 Buyer represents that the Product will not be shipped to any countries subject to embargo, export controls or other restrictions under any applicable law or regulation and that he/she is not on a denied person or entity list. At Seller's request, Buyer will sign a letter confirming the above. Buyer

is obliged to comply with the regulatory requirements applying to each Product as indicated in the respective Product's documentation (e.g. EU CE, U.S. FCC or IC regulations).

14 Assignment

14.1 Buyer is forbidden to assign its rights and/or obligations in part or entirely to a third party without Seller's written approval.

15 Governing law and jurisdiction

15.1 If agreement cannot be reached through negotiation, any dispute between the parties arising from the agreement or these present terms of sale and delivery, including disputes on the existence or validity of the agreement, must be settled by arbitration by Danish Arbitration in Copenhagen in accordance with Danish Law.

16 Final stipulation

16.1 Should any provision of these Standard Conditions be void or nullified by virtue of applicable law, the Buyer and Seller shall consult each other and agree on a provision that actually is allowed, which will as much as possible approximate the purpose of the original provision.

These General Terms of Sale and Delivery apply for

NeoCortec A/S Nannasgade 28 – 2. Sal, 2200 København N, Denmark

together with all of its legal affiliated entities