

LeanSight TERMS OF SALE

Subject to the terms of any other applicable written agreement you (“you”) have with LeanSight, LeanSight's sale of Products and provision of Software are governed by these terms and conditions of sale (“Terms”).

These Terms include the Basic Order Terms (defined below) specified on an order accepted by us. “LeanSight”, “we” or “us” means LeanSight B.V., its parent or its affiliate identified on our order acknowledgment.

Every order you place with us is conditioned upon and confirms your acceptance of these Terms.

Any contrary terms or conditions appearing on your orders or associated purchase documentation will be of no effect.

No waiver, modification, or addition to these Terms, or any assignment of your rights or obligations under them is valid or binding on us unless in writing and signed by our authorized representative.

These Terms and the other applicable agreements you enter into with LeanSight constitute the entire agreement between you and LeanSight for your use of our Software.

Each accepted order will be interpreted as a single set of Terms, independent of other orders.

1. Definitions.

"Software"; any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form, as well as the related documentation, provided by LeanSight to you. Software includes Product firmware, software accessed by you through the Internet or other remote means (such as websites, portals, software-as-a-service (“SaaS”) and “cloud-based” solutions).

"Services": any services provided by LeanSight as described in one or more Service Agreements.

"Service Agreements": Service contracts such as for support & maintenance or professional services, “Statements of Work,” and any other such mutually agreed upon documents. These Terms do not apply to Service Agreements which have their own terms and conditions.

2. General.

2.1 Quotes, Validity of Orders:

Our quotations are non-binding unless otherwise expressly stipulated in writing. Orders are accepted as valid and binding only when confirmed by us in writing. Orders cannot be canceled for any reason without our prior written consent.

2.2 Basic Order Terms:

All orders must include the following information: (i) the term of use of Software and other quantities, (ii) prices, and (iii) delivery instructions, (collectively, “Basic Order Terms”). All Basic Order Terms are fixed and final upon our acceptance of the order.

2.3 Software Licenses.

All Software is licensed or provided as a service and is not sold. Software is subject to but not limited to any software licenses, product guides, operating manuals or other documentation (such as an End User License Agreement (“EULA”), Terms of Use or Terms of Service) (collectively, **“User Agreements”**). You agree that you will be bound by such User Agreements. If there is a conflict or inconsistency between these Terms and those of a User Agreement, the terms of the User Agreement will control. Nothing in these Terms shall be construed to grant any rights or license to use any Software in any manner or for any purpose not expressly permitted by the applicable User Agreement.

3. Delivery.

3.1 Delivery time:

Delivery times are established when LeanSight accepts your order in writing. We will use commercially reasonable efforts to meet your requested delivery dates, unless you are in default under these Terms or our performance is otherwise excused. We are not liable for late or delayed delivery. Late delivery is not a basis for your cancellation of any order.

3.2 Delivery terms:

Software may be delivered as a service at LeanSight’s option. Title to the Software will remain with LeanSight B.V., its parents or affiliates.

4. Acceptance, Inspection, Notice of Nonconformance:

4.1 Your acceptance of ordered Software is deemed to occur when the Software is activated or otherwise made available for your access or use, whichever date is earlier. You are responsible for giving prompt written notice of identified nonconformance of the Software. You must notify us within 10 days of receipt of incorrect Software. If you retain the Software without giving notice within the designated notice period, you will be deemed to have waived your right to reject the Software.

4.2 If you cancel an accepted Product order within 10 days prior to shipment or reject conforming Products received under an accepted order, we are entitled to claim reasonable compensation for restocking and other expenses actually incurred.

5. Pricing, Terms of Payment, Taxes:

5.1 Unless we state otherwise in writing, payment terms are net 30 days from our invoice date. You will make payment in the currency indicated on the invoice. We are entitled to offset payments against prior debt balances in your account.

5.2 We have the continuing right to review your credit and change your payment terms, and may at any time demand advance payment, satisfactory security, or a guarantee of prompt payment prior to service activation.

5.3 We reserve the right to charge interest on all overdue sums owing to us under these Terms at the rate of 1.5% per month (or the highest legal limit if lower

than said amount), measured from the date the sums in question became payable to the date on which we receive full payment.

5.4 You are liable for any costs incurred by us if you change or cancel any order, and for all costs of collection of past due amounts (including attorneys fees).

5.6 Our stated prices for Software do not include applicable sales taxes, Value Added Tax, export or import charges, transportation or insurance charges, customs and duty fees, personal property taxes or similar charges, all of which are your responsibility to pay. Unless you provide us with direct payment authority or an exemption certificate valid in the jurisdiction to which the Software will be delivered, you shall pay us all taxes and governmental fees we are required to collect or pay upon sale or delivery of the Software.

6. Limited Warranty:

6.1 Software: Unless the User Agreement accompanying any Software grants you different rights or disclaims all warranties, we warrant to you, and only to you, as applicable, (a) that our Software will substantially conform to the functional specifications and current documentation provided by LeanSight for a period of 90 days. During the warranty period, our liability and your exclusive remedy is limited, at LeanSight's option, to correcting, or issuing credit for any Software subject to the warranty in this Section 6.1, which upon inspection we determine is non-conforming.

6.2 Warranty Exclusions: The foregoing limited warranty only applies if and to the extent that (a) the Software is operated in accordance with our applicable documentation and specifications, and (b) the Software is not modified or misused. This limited warranty does not apply to, and we are not responsible for defects or performance problems resulting from (i) the combination or use of the Software with hardware or software products, information, data, systems, interfaces or devices not made, supplied or specified by us; (ii) operating the Software under any specification other than, or in addition to, our standard specifications for them; (iii) the unauthorized installation, modification or use of the Software; We do not warrant or guarantee the results obtained through the use of the Software. WE MAKE NO WARRANTIES UNDER THESE TERMS WITH RESPECT TO SERVICES, WHICH IF PROVIDED HEREUNDER ARE PROVIDED "AS-IS".

NOTICE REGARDING SOFTWARE DEPENDING ON WIRELESS TECHNOLOGY. Your use of Software is dependent on the availability and coverage of wireless networks, telecommunications networks and/or the Internet, which involve facilities owned and operated by third **parties**. WE ARE NOT RESPONSIBLE FOR THE OPERATION, AVAILABILITY OR FAILURE OF SUCH THIRD PARTY SYSTEMS OR FACILITIES.

6.3 WARRANTY DISCLAIMER: THE FOREGOING LIMITED WARRANTY TERMS ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON OUR PART ARISING OUT OF, OR IN CONNECTION WITH, OUR SOFTWARE AND STATE OUR ENTIRE LIABILITY AND

YOUR EXCLUSIVE REMEDIES RELATING TO THEM. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS, THE SOFTWARE AND ANY ACCOMPANYING DOCUMENTATION ARE PROVIDED "AS-IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND, EITHER BY US OR ANYONE WHO HAS BEEN INVOLVED IN ITS CREATION, PRODUCTION, INSTALLATION, OR DISTRIBUTION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NONINFRINGEMENT. ADDITIONALLY, WE MAKE NO EXPRESS OR IMPLIED WARRANTY THAT SOFTWARE PROVIDED TO YOU IN CONNECTION WITH THESE TERMS, IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNININTERRUPTED, FREE OF ERRORS, OR FREE OF VIRUSES, OR OTHER MALWARE OR PROGRAM LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY OR FULLY APPLY TO YOU. IF YOU ARE A RESELLER OF THE SOFTWARE YOU SHALL NOT MAKE OR PASS ON TO YOUR OWN CUSTOMERS ANY WARRANTY, CONDITION OR REPRESENTATION ON BEHALF OF US OTHER THAN, OR INCONSISTENT WITH, THE APPLICABLE LIMITED WARRANTY IN THE SOFTWARE PROVIDED TO YOU.

PLEASE NOTE: THE ABOVE LIMITED WARRANTY PROVISIONS WILL NOT APPLY TO SOFTWARE YOU PURCHASE IN THOSE JURISDICTIONS IN WHICH PRODUCT WARRANTIES ARE THE RESPONSIBILITY OF THE LOCAL DISTRIBUTOR FROM WHOM THE SOFTWARE IS ACQUIRED. IN SUCH CASE, PLEASE CONTACT YOUR LEANSIGHT SOFTWARE DEALER FOR APPLICABLE WARRANTY INFORMATION.

7. Warranty Procedures:

- 7.1 Determination of Warranty Applicability: We reserve the right to refuse warranty services if the Software date of purchase cannot be proven, if a claim is made outside the warranty period or if a claim is excluded under Section 6.2 above. Following our examination of your claim, we will notify you of warranty status.
- 7.2 Not Responsible for Lost Data. We are not responsible for any modification or damage to, or loss of any programs, data, or other information stored on any media or any part of any Software serviced by us, or stored or hosted by us in connection with a Software service we provide, or for the consequence of such damage or loss, (such as business loss in the event of system, program or data failure.) You are solely responsible for backing up data and removing all features, parts, alterations, and attachments not covered by warranty prior to seeking Software support.

- 8. LIMITATION OF LIABILITY:** OUR ENTIRE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS IS LIMITED TO THE AMOUNTS YOU ACTUALLY PAID TO US UNDER THE TERMS. FURTHER, NEITHER WE NOR OUR SUPPLIERS ARE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE DAMAGES OR OTHER DAMAGES, OR LOSS OF PROFITS, LOSS OF

REVENUE, LOSS OF DATA, LOSS OF USE OF THE PRODUCTS OR SOFTWARE OR ANY ASSOCIATED EQUIPMENT, COSTS OF COVER, DOWNTIME AND USER TIME OR FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITIONS, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY RELATED TO THE PRODUCTS OR SOFTWARE. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE APPLYING TO THE SOFTWARE IS LIMITED IN DURATION TO THE DURATION OF THE WARRANTY SPECIFIED IN SECTION 6, ABOVE. YOU AND WE AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR LEANSIGHT'S SALE OF SOFTWARE TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR SPECIFIED OTHER DAMAGES, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY, OR MAY NOT FULLY APPLY TO YOU.

9. Intellectual Property Ownership:

You agree that LeanSight owns all right, title and interest to all intellectual property and other proprietary rights to documents and materials, calculations, drawings, models, plans, sets of tools, technology, software, designs, engineering details, schematics and similar data relating to or incorporated in the Software and any accompanying documentation or information derived from the foregoing. You shall take reasonable precautions to prevent unauthorized access and use of the Software and documentation by third parties. To the extent permitted by relevant law, you shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the Software, or attempt to do so. You are prohibited from, and shall prevent any third party from, removing, covering or altering any of our patent, copyright or trademark notices placed upon, embedded in or displayed by the Software or their packaging and related materials. We reserve all rights in the Software not specifically granted to you under these Terms.

10. Government End Users-Restricted Rights.

The Software and its associated documentation are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 12.227.7202-1 through 227.7202-4, all U.S. Government end users acquire the software and documentation with only those rights set forth in the User Agreement for such Software.

11. Export Control:

You may not use or otherwise export or re-export the Software except as

authorized by the laws of the jurisdiction in which they were obtained. In particular, but without limitation, the Software may not be exported or re-exported in violation of export laws, including if applicable export or re-export into any US-embargoed countries or to anyone on the US Treasury Department's list of Specially Designated Nationals or the US Department of Commerce Denied Person's List or Entity List. You represent that you are not located in any country or on any list where the provision of Software to you would violate applicable law. You also agree not to use or enable use of them for any purposes prohibited by applicable law or export or re-export any Software with knowledge that it will be used in the design, development, production or use of chemical, biological, nuclear or ballistic weapons. Laws and regulations change frequently. It is your responsibility to know the law pertaining to export/import procedures in the country of destination of the Software. You shall defend, indemnify and hold us harmless against any liability (including attorneys' fees) arising out of your failure to comply with the terms of this paragraph.

12. Default:

We reserve the right by written notice of default to cancel or indefinitely suspend an accepted order and to refuse additional orders if: (i) you default in performing your obligations under these Terms, (ii) you cease business operations or enter into any bankruptcy, insolvency, receivership or like proceeding not dismissed within 30 days, or assign your assets for the benefit of creditors, or (iii) when obtaining third-party financing in connection with your Software purchase(s) you fail to do so in a timely manner on terms satisfactory to us.

13. Applicable law - Settlement of Disputes:

These Terms and any dispute, claim or controversy arising therefrom shall be governed by the laws of the country, state and province in which we have our principal place of business, namely for LeanSight B.V. or any affiliated company in the United States the laws of the Netherlands, without reference to "conflict of laws" principles, and for LeanSight B.V. or any affiliated company in the Netherlands, the laws of The Netherlands, unless expressly prohibited by local law. The United Nations Convention on Contracts for the International Sale of Goods will not apply. No dispute or legal action arising under these Terms, may be brought by either party more than one (1) year after such cause of action accrued, except that an action for nonpayment may be brought within two (2) years of the date of the last payment.

14. Severability:

These Terms may be severable and the invalidity, illegality or unenforceability in whole or in part of any provision does not affect the validity of other provisions.

15. Force Majeure:

Neither party will be liable for non-performance (except for payment obligations) due to causes beyond its reasonable control, provided that such party promptly notifies the other in writing of such occurrence and makes its best efforts to promptly eliminate the effect thereof.

16. Online Privacy:

Our Privacy Statement is published at <http://www.LeanSight.it> and incorporated herein by this reference.

17. Notices:

Any notice or other communication given by either party to the other regarding these Terms will be deemed given and served when personally delivered, delivered by reputable international courier requiring signature for receipt, or five (5) business days after mailing (postage prepaid), addressed to the party at its notice address. Either party may change its notice address by written notice to the other. Your notice address will be the address appearing on the accepted purchase order. Our notice address is: LeanSight B.V., Attn: Customer support, RobertKochstraat 55 1171 HZ BADHOEVEDORP, The Netherlands.

19. Official Language:

The official language of these Terms is English. If there is a conflict between versions of these Terms in any other language, the English language version controls.