

## Standard Terms and Conditions of Sale

The following are the terms and conditions for the sales of products by FlatFrog Laboratories AB to FlatFrog's customers.

### 1. ACCEPTANCE OF TERMS

FlatFrog Laboratories AB ("Seller") and Buyer accept these terms and conditions as essential to their relationship governing provision of products to be provided by Seller ("Goods"). Collectively, these terms and conditions as well as all written quotations (if any) are referred to as "Agreements".

### 2. DELIVERY

2.1 Unless stated otherwise in the applicable quotation, or explicitly agreed in a signed document between the parties, delivery will be made EXW (Incoterms 2010).

2.2 All delivery dates are subject to timely receipt by Seller of fully completed purchase orders. Unless otherwise agreed in a signed writing, no guarantees are made as to the success or timeliness of custom development efforts and product prototyping. Except for delays due solely to Seller's negligence, however, Seller shall not be liable for any delays or failures to meet dates.

2.3 Buyer and Seller agree that, except as specifically stated in an agreement manually signed by authorized representatives of both, or pursuant to orders accepted in writing by Seller, Buyer has no obligation to purchase and Seller has no obligation to accept Buyer's orders or to continue offering Goods. There are no implied obligations (whether arising from entry into any Agreement, by any course of dealing, pattern, custom, practice, operation of law, or otherwise) of or creating any on-going obligations to buy or sell.

2.4 At any time prior to 30 days ("Reschedule Period") before the scheduled delivery date for the applicable Goods, Buyer may reschedule the delivery date for those Goods for later delivery (provided that such rescheduled delivery date is no later than 45 days after the original scheduled delivery date). Seller will acknowledge all requests for rescheduled delivery within five business days after Seller's receipt of such request. Once a shipment is rescheduled, the shipment date cannot be rescheduled again. In the event Buyer wishes to cancel an Order, Seller will make commercially reasonable efforts to minimize the applicable production and other costs for such Order and proportionately reduce the price to Buyer at Seller's sole discretion.

### 3. TERMS OF PAYMENT & QUANTITIES

3.1 Unless otherwise specified in the applicable quotation all payments are payment in advance of delivery, with all payments to be made in the currency stated in the applicable quotation, regardless of any disputes as to actual quantities delivered, satisfactory completion of services and other such matters, all of which shall be resolved by means of, as agreed between the parties, rectification, replacement, credit, or refund.

Seller shall be entitled to charge interest from and after the day on which payment was due at the highest rate permitted by law and, if Buyer fails to pay by the due date, may after

having notified Buyer in writing thereof, suspend performance of its contractual obligations until payment is made.

3.2 Seller reserves the right to change credit terms at any time in its sole discretion in the event Buyer's financial condition materially worsens or Buyer fails to fulfill its obligations to Seller as they become due.

3.3 Buyer will issue written purchase orders, unless another lead time is stated in Seller's applicable quotation, at least ten (10) weeks prior to the requested delivery date, and guarantees prompt payment of all obligations accrued pursuant to purchase orders.

#### 4. TAXES

Seller's prices do not include sales, use, excise or similar taxes and duties. Accordingly, Buyers shall in addition to prices specified by Seller, pay any sales, use, excise or similar tax and duties attributable to the sale of goods covered hereby, or, in lieu thereof, provide Seller with tax exemption certificates acceptable to the taxing authorities.

#### 5. INTELLECTUAL PROPERTY RIGHTS

5.1 All know-how, constituting or not constituting trade secrets, and all intellectual property rights including but not limited to patents, copyrights, designs and trademarks related to the Goods (together "Seller's Intellectual Property") are the property of Seller, and Buyer does not acquire, through Agreement, transfer, license or use, any right to Seller's Intellectual Property.

5.2 Buyer has no right to use, register or in any other way take advantage of any part of Seller's Intellectual Property, in particular not by using or registering any trade mark, designs, copyrights, product name or trade name which is identical or confusingly similar to Seller's trade mark, designs, copyrights, product name or trade name.

5.3 Buyer is not entitled to cover or remove Seller's trade mark, product name or trade name from the Goods or otherwise market Goods as Buyers own or commissioned manufacture or brand.

#### 6. LIMITED WARRANTY

6.1 Seller warrants that each of the Products will be free from defects in materials and workmanship and will conform, when delivered, to their Specifications for a warranty period of 12 months

6.2 Goods which have been subject to abuse, misuse, accident, alteration, neglect, conditions outside specification, unauthorized repair or improper application are not covered by any warranty, nor is any warranty extended as to ordinary wear and tear or damages resulting from environmental, normal lifetime or externally induced degradation.

6.3 Seller shall not be responsible for defects or claims caused by acts not performed by or on behalf of Seller or by design or application or by combination of Goods with other things.

6.4 Goods are not intended for use in, and no warranty is made with respect to, applications where failure to perform can reasonably be expected to result in significant injury (including, without limitation, navigation, weaponry, aviation or nuclear equipment, or for surgical purposes or to support or sustain life) and Buyer will indemnify, defend, and hold harmless Seller from all claims, damages and liabilities arising out of any such matters.

6.5 To the extent that any Goods fail to meet Seller's warranty due to reasons for which Seller is responsible, Seller shall either (i) rectify such failure in the Goods without charge, (ii) replace such Goods without charge or (iii) refund the payments made to Seller for such Goods, all within sixty (60) calendar days of Seller's receipt of written notice from Buyer of such non-conformity. The parties will discuss in good faith which of these two remedies is the most appropriate, provided however that if they cannot agree, Seller may choose in its sole discretion between the two remedies, and provided further that all Goods for which refund and/or replacement is sought and all returns shall be handled pursuant to Seller's return policy and procedures.

6.6 This Section 6 is the only warranty by and on behalf of Seller and may not be modified or amended except in writing signed by an authorized representative of Seller and by Buyer. Buyer is not relying upon any warranty or representation except for those specifically stated here or in such a signed writing.

6.7 EXCEPT AS PROVIDED ABOVE, SELLER MAKE NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, AND EXPRESSLY EXCLUDES AND DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION.

## 7. LIMITATION OF LIABILITY

7.1 Neither party will be liable for any loss, damage or claim resulting from causes beyond its reasonable control, including but not limited to, war, fire, delay caused by others, material shortage, force majeure, or labor conditions; and in the event of such a condition(s), the date(s) for Seller's performance will be extended for a period equal to any resulting delay.

7.2 SELLER'S AGGREGATE LIABILITY ARISING OUT OF ANY QUOTATION, ANY AGREEMENT, ANY BREACH THEREOF, OR ANY GOODS OR SERVICES WILL NOT EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES GIVING RISE TO THE CLAIM, OR IN THE EVENT OF A FAILURE OR BREACH BY SELLER REGARDING DELIVERY, AN AMOUNT EQUAL TO A REFUND OF THE DEPOSIT OR ADVANCE PAYMENT, IF ANY, FOR THE GOODS THAT HAVE NOT BEEN DELIVERED DUE TO SUCH FAILURE. AS A SEPARATE LIMITATION, IN NO EVENT WILL SELLER BE LIABLE (i) FOR COSTS OF SUBSTITUTE GOODS, (ii) FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, ENHANCED, INCIDENTAL OR INDIRECT DAMAGES, OR (iii) FOR LOSS OF USE, OPPORTUNITY, MARKET POTENTIAL, GOODWILL AND/OR PROFIT ON ANY THEORY (CONTRACT, TORT, FROM THIRD PARTY CLAIMS OR OTHERWISE). THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR OF ANY FAILURE OR INADEQUACY OF ANY REMEDY. THIS AGREEMENT STATES THE ONLY AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS MADE AGAINST SELLER UNDER ANY AGREEMENT AND/OR WITH RESPECT TO (a) GOODS, SERVICES AND/OR PRODUCTS, (b) ANY ACT OR

OMISSION, AND/OR (c) THE RELATIONSHIP CREATED BY THIS AGREEMENT OR BUYER'S ORDERS.

7.3 No action or proceeding may be commenced by either party against the other, whether for breach, indemnification, contribution or otherwise, more than one year after delivery of the Goods by Seller; and no claim may be brought unless the non-claiming party has first been given commercially reasonable notice, a full written explanation of all pertinent details, and a good faith opportunity to resolve the matter.

#### 8. BUYER EXPRESSLY AGREES TO THE LIMITATIONS OF SECTIONS 5, 6, AND 7 AND TO THEIR REASONABLENESS

The exclusions and limitations of Sections 5, 6 and 7 will survive the termination of any Agreement, and shall apply notwithstanding any claim of a failure of any one or more remedies to accomplish their purpose, and THE PARTIES EXPRESSLY WAIVE AND RELINQUISH ANY CONTRARY RIGHTS UNDER ANY AGREEMENT, AND/OR LAW, DECISION, CUSTOM OR PRACTICE.

#### 9. INDEMNIFICATION & COOPERATION

9.1 Seller assumes no liability, whether express or implied, for the Goods' infringement upon present or future patents or other industrial property rights of any third party, except as caused by Seller's gross negligence or intent.

9.2 Seller will assume no responsibility what so ever for infringements resulting from anything not manufactured entirety by or on behalf of Seller, or from any combination with things or materials not furnished by Seller, or for any claim due in whole or in part to any act, omission, design, technology and/or specification provided by or on behalf of Buyer.

9.3 THIS SECTION 9 STATES SELLER'S ENTIRE LIABILITY AND OBLIGATION WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT OR CLAIMS THEREFOR AND IS EXPRESSLY SUBJECT TO SECTION 7. Except as to claims Seller is obligated to defend, BUYER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER FROM ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES) AGAINST AND/OR ARISING OUT OF GOODS AND/OR SERVICES.

9.4 Without limiting any other terms, Buyer guarantees that production and sales of Goods pursuant to specifications, technology and/or designs provided by or on behalf of Buyer will not infringe, misappropriate or violate any patent, copyright, design right, trade secret, trademark, or other rights of third parties. In the event Buyer is a party to any infringement or misappropriation action or dispute, (i) Seller may, at its sole option, immediately terminate and/or suspend performance, and (ii) Buyer shall be fully and solely responsible, and will defend, indemnify and hold Seller harmless from any and all damages, losses and costs (including Seller's reasonable attorney's fees) from and against any claim of breach of Buyer's guarantee in this paragraph.

9.5 Seller and Buyer will cooperate with respect to intellectual property rights of third parties relating to Goods. In the event either party becomes party to any intellectual property infringement or misappropriation action or dispute which affects the production of

Goods, the other (the "Concerned Party") may, at its sole option, terminate and/or suspend ordering or production, as the case may be, provided however that prior to taking such action, the Concerned Party will provide the other a commercially reasonable opportunity to address and/or offset the risks and costs which the Concerned Party reasonably believes may be borne by the Concerned Party as a result of the Concerned Party's forbearance from such termination or suspension.

## 10. TERMINATION & DISPUTE RESOLUTION

10.1 Either party may, without penalty, terminate or suspend an Order or portion thereof effective upon written notice to the other party in either one of the following events: (i) The other party materially breaches these Terms or the Order and such breach remains uncured for 30 days following written notice of breach by the non-breaching party; or (ii) The other party becomes involved in any voluntary or involuntary bankruptcy petition or proceeding for the benefit of its creditors, or such party makes an assignment for the benefit of creditors, and such petition, assignment or proceeding is not dismissed 60 days after it is filed or an analogous event occurs in the applicable jurisdiction.

10.2 All performance and disputes arising out of and/or relating to such matters and/or any Goods involved will be governed by the laws of Sweden, all without reference to conflicts of laws principles, and/or any contrary provision, including without limitation the U.N. Convention on Contracts for the International Sale of Goods.

10.3 Buyer and Seller shall cooperate and attempt in good faith to resolve any and all disputes arising out of and/or relating to any Agreement and/or Goods. Any disputes relating to and/or arising out of any Agreement and/or Goods which cannot be so resolved will be decided exclusively by binding arbitration pursuant to the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Malmö. The language to be used shall be English.

10.4 Notwithstanding anything to the contrary, any party may apply to any court of competent jurisdiction for interim injunctive relief with respect to irreparable harm which cannot be avoided and/or compensated by such arbitration proceedings, without breach of this Section 10 and without any abridgment of the powers of the arbitrators.

## 11. NO OTHER WARRANTY OR REPRESENTATION

The Agreements are the entire agreement between Seller and Buyer with respect to provision of the Goods. There are no other agreements concerning such subject matter, and no addition, deletion or modification shall be binding on either party unless expressly agreed to in a writing signed by an authorized representative of such party. Seller objects to and rejects any and all changes, contrary or additional terms (whether in pre-printed forms or otherwise) except as expressly accepted in a writing signed by an authorized representative of Seller. If any Buyer purchase orders, acknowledgments, invoices or like documents contain standard pre-printed or other written terms and conditions, Buyer agrees that, except for Product numbers and descriptions, quantities, and prices accepted by Seller, such terms and conditions shall have no effect whatsoever and these Agreements and the Agreements shall control, even if Seller signs and/or does not expressly reject those terms and conditions. In the event these terms are deemed to be part of an acceptance of a

Buyer's order (rather than an offer or counteroffer accepted by Buyer by performance or acknowledgement), then Seller's acceptance of Buyer's order is expressly conditioned on Buyer's agreement to all these terms where those terms are additional to or in conflict with the accepted order terms. Seller may waive this condition for all or part of these terms.

#### 12. SURVIVAL

Termination will not release Buyer from making payments due under any Order.

#### 13. ASSIGNMENT

Neither these Terms, an Order, nor any interest therein nor any rights or obligations under them may be assigned by Buyer, whether by operation of law or otherwise without the prior written consent of Seller. Subject to the foregoing, these Terms and any Order will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

#### 14. MISCELLANEOUS

The parties will comply with all applicable restrictions and requirements of applicable law, including without limitation those relating to labor, employment, environment, and export control. Buyer agrees at its sole expense to comply with all applicable laws in connection with the purchase, use or sale of the Goods.