



TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (these “**Terms**”) govern the sale of certain products and services to customer (“**Customer**”) by a Parameter entity (“**Parameter**”), each as more specifically identified in a proposal, order, quote, or similar document incorporating these Terms by reference (each, an “**Order**”). The specific products and services are identified in the Order and may include equipment and/or related products and services (e.g., installation services) (collectively “**Products**”).

These Terms and the Order are collectively referred to as the “**Agreement**”. In the event of a conflict between these Terms and the terms of the Order, these Terms will control unless the conflicting term of the Order expressly states otherwise. Parameter’s acceptance of an Order is expressly made conditional on Customer’s assent to these Terms. Any terms and conditions that may be contained in any purchase order or other form of Customer’s shall be absolutely without force and effect, regardless of when received by Parameter. Notwithstanding the foregoing, Parameter may set forth Product-specific terms in an applicable Order. Any such Product-specific terms are incorporated herein by reference and shall be deemed to supplement, but not replace or supersede the terms and conditions set forth herein unless such terms expressly supersede these Terms. No waiver, alteration, or modification of any of the provisions hereof shall be binding on Parameter unless made in writing and signed by an authorized representative of Parameter. Parameter reserves the right to accept or reject any Order in whole or in part.

- 1. CANCELLATION:** Cancellation or modification of Orders (prior to shipment of Products or performance of services) are subject to Parameter’s prior written consent in each instance, which may be withheld in Parameter’s sole discretion. Parameter reserves the right to charge a cancellation, restocking, change, or similar fee in its sole discretion.
- 2. PRICE CHANGES:** Quoted prices are subject to change at any time until an Order is accepted by both parties.
- 3. PAYMENT; TAXES:** Payment shall be in accordance with the terms set forth in the applicable Order. Subject to credit approval and unless otherwise set forth on the Order or otherwise agreed upon by the parties in writing Parameter will invoice Customer for Products upon shipment or when the Products are made available for delivery (as applicable based on shipping terms). All invoices are due within 30 days from the invoice date. Outstanding balances shall accrue interest at a rate equal to the lesser of 1.5% per month and the maximum rate permitted by applicable law, from due date until paid, plus Parameter’s reasonable costs of collection. Parameter reserves all other rights granted under the Uniform Commercial Code for Customer’s failure to pay for Product(s) or any other breach by Customer of this Agreement. Under no circumstances shall Parameter be obligated to pay or accept any back charges from Customer. There shall be added to the purchase price of each Product amounts equal to any sales, use, or equivalent taxes required to be collected by Parameter, unless Customer provides Parameter with an appropriate exemption certificate. Notwithstanding any specified payment terms, Parameter may require payment in advance of shipment of Products or performance of services. The purchase price shall become immediately due and payable and Parameter may cancel any unfilled portion of a shipment upon Customer’s failure to make any payment when due.
- 4. SECURITY INTEREST:** Customer grants to Parameter a purchase money security interest in any Products delivered hereunder and in proceeds from the sale, exchange, collection, or disposition thereof, until Customer has paid the applicable purchase price in full for such Product. Customer shall, upon request by Parameter, provide all information and signatures required by Parameter to perfect such security interest. Parameter reserves all rights granted to a secured creditor under the Uniform Commercial Code, including the right to repossess upon default by Customer.
- 5. SOFTWARE:** Products provided may operate with embedded software (“**Embedded Software**”). Parameter grants to Customer a limited, non-exclusive, personal, non-transferable, non-sublicensable license to use any Embedded Software solely in connection with the normal use and operation of the Products as intended by Parameter in accordance with this Agreement. Embedded Software is licensed, not sold.
- 6. COMMISSIONING, CONFIGURATION, SUPPORT AND INSTALLATION:** If included in an Order and subject to Customer’s payment of all applicable fees, Parameter will provide its standard commissioning, configuration, support and installation services with respect to the Products. Customer will provide Parameter with the access and information required by Parameter to provide such commissioning, configuration, support and installation services no later than 30 days following delivery of the applicable Products. If an Order provides for Parameter to install, or procure the installation by a third party of, the Products, Customer represents, warrants and covenants that the site where the Products are to be installed is in all respects suitable and serviced for the safe and lawful installation, testing and operation of the Products. Customer shall prepare the site for installation in good time and provide all services (including labor) for efficient installation and shall make the site available for installation at agreed times or otherwise on reasonable notice during normal working hours, failing which Customer shall reimburse Parameter for lost time of its or such third party’s personnel. Customer shall obtain any certificates or other approvals required reasonably in advance of installation and shall inform Parameter of all relevant safety, building, and electrical codes and other requirements relevant to installation. Upon completion of installation Parameter may issue and Customer shall accept an installation certificate which shall be conclusive evidence of the Products’ conformity with this Agreement and the applicable Order and of such Products’ acceptance by Customer.
- 7. SHIPPING:** Unless otherwise specified in an Order, Products shall be delivered as follows:

- (a) For deliveries outside of the United States, all Products are supplied Ex Works (EXW) Parameter's facility (Incoterms 2020), unless otherwise expressly agreed in writing by the parties. Parameter shall make the Products available for pickup at its facility, suitably packaged for transport. Customer shall be solely responsible for loading the Products, arranging and paying for transportation, freight, insurance, export and import clearance, duties, taxes, and all other costs or risks associated with transportation of the Products from Parameter's facility. Title (excluding rights in any Intellectual Property rights) and risk of loss or damage to the Products shall pass to Customer when the Products are made available for pickup at Parameter's facility, prior to loading onto any collecting vehicle. Parameter shall have no obligation to insure shipments or contract with any carrier on Customer's behalf. No claim by Customer for shortage or damage shall be considered unless Parameter is notified within seven (7) days after pickup of the Products.
- (b) For deliveries within the United States, all Products are shipped FCA Parameter's facility (Incoterms 2020), unless otherwise agreed in writing by the parties. Customer shall be solely responsible for all costs of transportation, freight, insurance, duties, taxes, customs clearance, and any other charges or expenses associated with shipment of the Products. Title (excluding rights in any Intellectual Property rights) to the Products ordered by Customer will pass to Customer upon Parameter's or its contractor's delivery to a common carrier and Customer assumes the risk of loss or damage to the Products while in transit. Therefore, Customer must indicate in the Order whether to insure the Products being shipped. No insurance will be added unless it is requested in the Order. No claim by Customer for a shortage of Products in any shipment will be considered unless Parameter is notified within seven (7) days from Customer's receipt of a shipment. Parameter will use commercially reasonable efforts to assist Customer in making claims with the applicable common carrier in the event of any loss or damage to such Products during transit.
- (c) Quoted ship dates are based on estimates at the time of quotation. Parameter will use commercially reasonable efforts to meet the quoted ship date, but Parameter assumes no liability for additional costs or damages resulting from late deliveries. Unless otherwise agreed by Parameter in writing, Parameter may deliver Products in partial shipments or in advance of the specified delivery date.

8. SHORTAGE: Parameter or its suppliers may, due to manufacturing difficulties and other possible process-related reliability problems, be unable to supply Products in the quantities requested. In such event, Parameter shall be entitled to allocate to Customer such amounts of Products as Parameter deems reasonable in the circumstances and cancel the order for the remaining Products. Parameter shall, as its sole obligations and Customer's sole remedy, refund any amounts paid by Customer for Products not delivered.

9. ACCEPTANCE: Customer shall inspect the Products as soon as delivered. If no notice of damage or claim is received by Parameter within 10 calendar days of Customer's receipt of the Products, the Products are irrevocably accepted by Customer.

10. RISK OF LOSS: Unless otherwise set forth in an applicable Order, Parameter shall not be liable for any Products lost, damaged, or destroyed while in transit, and Customer acknowledges and agrees that any risk of such loss, damage, or destruction transfers to, and is assumed by, Customer upon delivery of Products to a common carrier or when otherwise placed in transit. Title to Products transfers from Parameter to Customer upon Parameter's receipt of full payment for such Products.

11. COMPLIANCE: Customer shall comply with (a) all instructions, requirements and restrictions (if any) set forth in the published specifications for the applicable Products ("**Specifications**") which are incorporated herein by reference and (b) all applicable federal, state and local laws, rules, regulations, including, without limitation, any of the foregoing related to Customer's storage, use, removal, and disposal of Products and any materials or debris resulting from use of the Products.

12. LIMITED WARRANTIES: If within two years following the later of delivery of the Products or commissioning of the Products (provided Parameter performed the installation of such Products) (the "**Warranty Period**"), a Product(s) proves defective by reason of faulty design, workmanship or materials, Parameter may, as its sole obligations and at its option, either correct the Product(s) or substitute the defective Product(s) with non-defective Product(s); provided that: (a) Customer gives written notice of the defect (with reasonable relevant information) to Parameter as soon as reasonably practicable and within the Warranty Period; (b) the Product(s) has been used solely for its proper purpose and in accordance with any instructions or documentation provided by Parameter; (c) the defect has not been caused by fire, accident, misuse, neglect, incorrect installation by Customer or its contractors, agents, employees or other personnel, unauthorized alteration, repair or maintenance, or the use of substandard consumables, and has not otherwise arisen from normal wear and tear; (d) the defect has not arisen from any design, specification, component or material supplied by or on behalf of Customer; (e) no part of the Product(s) has been replaced with a part not supplied or approved by Parameter; (f) payment in full of all fees due in respect of the Product(s) has been made; (g) Customer shall be liable for any costs incurred by Parameter in responding to claims caused by operator error or incorrect application or other default of Customer or other third party; (h) Customer shall accord Parameter sufficient access to the Product(s) to enable its staff to inspect and adjust, repair, remove or replace the Product(s); and (i) the costs of all consumables shall be borne by Customer. Parameter may repair the Products at Customer's site or have the Products returned to Parameter's premises; if the latter, the risk in the Products shall at all times remain Customer's and they shall be packaged as Parameter instructs and returned at Customer's expense. Costs of carriage on the Products' return to Customer shall be borne by Parameter where the defect is covered by this guarantee. If the Product(s) incorporates goods or services provided by a third party, the obligations of Parameter in respect of such goods or services shall not exceed the warranty obligations of such third party to Parameter nor exceed any time limit upon those obligations. The Warranty Period for any Product(s) replaced or repaired shall be the remaining period, if any, of the applicable initial Warranty Period.

Parameter warrants that any services to be performed by it under this Agreement will be performed in a professional manner in accordance with the requirements of this Agreement. Provided that Customer notifies Parameter in writing of any breach of the foregoing warranty within 30 calendar days after performance of the defective services (specifying the breach in reasonable detail), Parameter shall, as its sole obligation and Customer's sole and exclusive remedy, re-perform the services which gave rise to the breach.

PARAMETER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. PARAMETER DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS AND CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE NOT INTENDED TO BE FAULT-TOLERANT. NO WARRANTIES ARE MADE BY ANY OF PARAMETER'S LICENSORS OR SUPPLIERS. PARAMETER MAKES NO GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING GUARANTEES OR WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF THE PRODUCTS FOR ANY PARTICULAR USE OR PURPOSE, AND SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS, INJURY OR DAMAGE OF ANY NATURE ARISING OUT OF OR RELATING TO THE SUPPLY, MANUFACTURE, PACKING, DELIVERY, STORAGE, USE OR RESALE OF THE PRODUCTS OR ANY DEFAULT IN RESPECT OF THE FOREGOING, WHETHER SUCH LOSS RESULTS FROM NEGLIGENCE, BREACH OF CONTRACT, WARRANTY OR STATUTORY DUTY OR OTHERWISE AND IN PARTICULAR BUT WITHOUT LIMITATION PARAMETER SHALL NOT BE LIABLE FOR ANY LOSS WHICH REPRESENTS LOSS OF PROFIT, REVENUE, BENEFIT, ANTICIPATED SAVINGS OR GOODWILL, LOSS OF USE OF ANY ASSET, LOSS OF DATA, BUSINESS INTERRUPTION, MANAGEMENT COSTS OR THIRD PARTY LIABILITY.

13. RETURNS POLICY: All Products sales hereunder are considered firm / final upon acceptance by Customer. All returns of Products are subject to prior written authorization of Parameter, in its sole discretion. All returns authorized by Parameter are subject to a restocking charge. The amount of such restocking charge may vary based on the extent to which the Products were customized for Customer and the extent to which the Products may be repurposed by Parameter after the return. The amount of such restocking charge shall be at Parameter's sole discretion. Any restocking charges assessed to Parameter as a result of Customer's return of the Products shall be passed on to the Customer in full.

14. PROPRIETARY INFORMATION: Parameter may provide Parameter proprietary information to Customer in connection with the Products, including, without limitation, specifications, designs, programs or other material including know-how, plans, drawings and price lists. Customer agrees that such information shall include all information which Customer knows or reasonably may know is confidential to Parameter. Customer agrees not to use such information or any other confidential information of Parameter for any purpose (other than the purpose for which the information was disclosed) nor reproduce it in any form nor disclose it to third parties. Such information shall remain the exclusive property of Parameter, and Customer agrees to preserve and protect such information and to take all other acts reasonably requested by Parameter with respect to it. Upon Parameter's request, Customer will return to Parameter all documents containing Parameter's proprietary information and retain no copies thereof. Customer shall not seek to extract from the Products any confidential information regarding their design, construction or otherwise (and without limiting the foregoing shall not decompile any Embedded Software incorporated in the Products) and all rights subsisting in such material are reserved. Customer agrees that its obligation to protect Parameter's proprietary information shall be ongoing and shall not cease upon completion or termination of this Agreement.

15. ADVICE: Parameter may provide Customer technical advice regarding the Products, but Parameter does not control or supervise the subsequent installation (unless otherwise set forth in an applicable Order) of its Products or their use after sale, and does not warrant or guarantee such advice.

16. TERMINATION: Parameter may terminate any Order or this Agreement in its entirety if: (a) Customer fails to make payments to Parameter hereunder as they fall due or Customer otherwise breaches this Agreement and the breach or non-payment is not remedied within 7 days of notice from Parameter; or (b) Customer is, or is deemed to be, insolvent or suspends payment or performance of its obligations or threatens to do so, or Parameter has reasonable grounds for believing Customer will fail to discharge its obligations under this Agreement. In the event of any termination hereof, Parameter (without prejudice to its other rights but subject to any relevant mandatory laws) may: (i) declare immediately payable (and so interest-bearing under Section 3 of these Terms) any sums owed by Customer, proceed against Customer for the same and/or damages, and appropriate any payment by Customer as Parameter deems fit (notwithstanding any purported appropriation by the Customer); and (b) suspend further performance hereunder.

17. INDEMNIFICATION: Customer is solely responsible for its storage, use, removal, and disposal of Products and any materials or debris resulting from use of the Products. To the fullest extent permitted by applicable law, Customer agrees to defend, indemnify, and hold harmless Parameter, its subsidiaries, affiliates, parents, partners, their successors and assigns, and each of their past and present directors, officers, employees and agents (collectively "Indemnitees"), jointly and severally, from and against any and all losses, damages, liabilities, demands, claims, actions, judgments, charges, court costs, and legal or other expenses, including, without limitation, reasonable attorneys' fees and expenses, which Indemnitees may sustain, incur, or become liable for in defending or compromising any suit, action, or other proceeding arising out of, related to, or in any way connected with Customer's purchase, sale, or use of Product(s), including, but not limited to, (a) Customer's misuse of Products, (b) Customer's breach of this Agreement (including, without limitation, Section 6, above), or (c) any other acts or omissions, willful misconduct or negligent misconduct, whether active or passive, on the part of Customer in connection with this Agreement; provided, however, Customer shall have no indemnity obligations under this Section for any losses, damages, liabilities, demands, claims, actions, judgments, charges, court costs, and legal or other expenses to the extent caused by the willful

misconduct or negligent misconduct of an Indemnitee in connection with this Agreement.

18. LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT WILL PARAMETER BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EVEN IF PARAMETER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) PARAMETER'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO ANY PRODUCT SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNTS PAID TO PARAMETER BY CUSTOMER FOR THE PRODUCT GIVING RISE TO THE CLAIM, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST PARAMETER. NO ACTION RELATING TO THE EQUIPMENT OR SERVICES MAY BE BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER DELIVERY OF THE EQUIPMENT OR PERFORMANCE OF THE SERVICES. CUSTOMER AGREES THAT PARAMETER'S AFFILIATES HAVE NO OBLIGATION OR RESPONSIBILITY IN CONNECTION WITH THE PRODUCTS OR ANY ORDER THEREFOR.

19. EXPORT: This Agreement is subject to all laws, regulations, orders and other restrictions on the export from the U.S. or re-export of the Products. Customer shall comply with all applicable export and other laws and shall not otherwise export directly or indirectly any Products to any country for which an export license or other governmental approval is required at the time of export without first obtaining all necessary licenses and approvals. Customer shall hold Parameter harmless from any liability arising from Customer's failure to comply with such laws, regulations and orders, or the provisions of this Section.

20. FORCE MAJEURE: Parameter shall not be liable for any delays in making delivery where occasioned by strikes, differences with workers, or any causes beyond the control of Parameter, including, but not limited to, fires, floods, accidents, action of any governmental authority, war, insurrection or riots, or shortages of labor, energy, raw materials, production facilities, or transportation. Where delays or failures of delivery are caused by labor difficulties, Parameter shall not be obligated to seek or obtain any settlement which, in Parameter's sole judgment, is not in Parameter's best interest.

21. GOVERNING LAW; VENUE; DISPUTE RESOLUTION: Governing law, venue, and dispute resolution requirements under this Agreement will change depending on the Parameter contracting party set forth in the Order. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

- (a) NDSL Limited. Where NDSL Limited is the Parameter contracting party the following terms apply. This Agreement, and any disputes arising out of or related hereto, shall be governed by and construed in accordance with the laws of England and Wales. Any and all disputes, claims or controversies arising out of or relating to this Agreement that are not resolved by their mutual agreement shall be submitted to final and binding arbitration before the International Chamber of Commerce (ICC). The number of arbitrators shall be one (1). The seat, or legal place, of arbitration shall be London, England. The arbitration shall be conducted in English. In reaching a decision, the arbitrator shall give full force and effect to the intent of the parties as expressed in this Agreement, and if a solution is not found in this Agreement, shall apply the governing law of this Agreement. The decision of the arbitrator shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of the decision. The parties irrevocably submit to the jurisdiction of the courts located in London, England for purposes of (i) supporting the arbitration, including the grant of interim or conservatory relief, and (ii) the recognition and enforcement of any arbitral award.
- (b) Parameter LLC; NDSL LLC. Where NDSL LLC is not the Parameter contracting party the following terms apply. This Agreement, and any disputes arising out of or related hereto, shall be governed by and construed in accordance with the laws of the State of Colorado. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement that are not resolved by their mutual agreement shall be submitted to final and binding arbitration before JAMS (formerly Judicial Arbitration and Mediation Services), or its successor, pursuant to the United States Arbitration Act, 9 U.S.C. Sec. 1 et seq. The arbitration will be conducted before one arbitrator and in accordance with the provisions of JAMS' Comprehensive Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The seat, or legal place, of arbitration shall be Denver, Colorado. The arbitration shall be conducted in English. In reaching a decision, the arbitrator shall give full force and effect to the intent of the parties as expressed in this Agreement, and if a solution is not found in this Agreement, shall apply the governing law of this Agreement. The decision of the arbitrator shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of the decision. The parties irrevocably submit to the jurisdiction of the courts located in Denver, Colorado for purposes of (i) supporting the arbitration, including the grant of interim or conservatory relief, and (ii) the recognition and enforcement of any arbitral award.

22. MISCELLANEOUS: Customer acknowledges that it has not been induced to purchase any Product from Parameter by any representation or warranty not expressly set forth herein. This document constitutes the entire agreement of the parties and supersedes all existing agreements and all other oral or written communication between them concerning its subject matter. None of the terms and conditions contained herein may be added to, modified, superseded, or otherwise altered except by a written document signed by an authorized representative of Parameter. The paragraph headings contained herein are intended for convenience of reference only and shall not affect the interpretation of any provision. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions

will continue in full force and effect.