

TERMS AND CONDITIONS OF SALES

The terms and conditions detailed herein (including all other terms and conditions referenced herein) ("Agreement") apply to Customer's purchase and sale of Micropross hardware ("Hardware"), licenses to use Micropross software ("Software"), and Non-NI Branded Products (collectively the "Products»), as well as Micropross hardware and software services and support ("Services") by Micropross SAS ("MICROPROSS"). "MICROPROSS " means Micropross SAS, a subsidiary of National Instruments Corporation (a Delaware Corporation with headquarters at 11500 North Mopac Expressway Austin, Texas 78759, U.S.A.), having its place of business at 11- Parc de la, 21 Rue Hubble, 59650 Villeneuve-d'Ascq, France. National Instruments Corporation, its affiliates and MICROPROSS are collectively referred to as "NI". MICROPROSS Products and Services are commercially available, standard, off-the-shelf products and services sold to a diverse Customer base from many industries and are not designed, tested or customized for the specific end-use purposes of the Customer. MICROPROSS software products are licensed to Customer under the terms of the applicable Software License Agreement accompanying the Products.. The Customer's order and purchase of the Products and/or Services shall constitute acceptance of the Software License Agreement. These Terms and Conditions of Sale take precedence over any of the Customer's (the "Customer") additional or different terms and can only be varied with the written, signed consent of MICROPROSS. The Customer's order and purchase of the Products and/or Services shall constitute acceptance of these terms and conditions. If you, the Customer do not agree with these terms, promptly notify MICROPROSS and return the product unused in its original packaging to MICROPROSS within 7 days of receipt of the Product.

1. DELIVERY, TITLE AND RISK

Risk of damage and/or loss of the Products passes to the Customer upon shipment from MICROPROSS, its warehouses, or its affiliated companies. Title to the Products shall pass to the Customer upon payment in full for the Products. Only title to the physical elements of the Products shall pass. MICROPROSS (or its licensors) shall retain full ownership of all software, information and any other rights or intangible elements. For orders to be delivered within mainland France MICROPROSS will arrange the shipping; however, Customer is responsible for all shipping and handling fees set forth in the invoice. If Customer chooses to arrange for shipping or if the order is placed with an NI entity other than MICROPROSS, Customer is responsible for all shipping and handling, including fees, customs, formalities and clearance.

Shipment dates provided by MICROPROSS are estimates only, and MICROPROSS shall have no liability for losses or claims resulting from late delivery of Products. Claims for shipment shortage shall be deemed waived unless presented to MICROPROSS in writing within eight (8) days of receipt of the Product. If no such claim is made, the quantity delivered will be deemed to be in accordance with the order.

2. TAXES

Prices exclude, and the Customer is responsible for any sales, use, service, value added or like taxes ("Taxes") arising from the purchase of the Products and Services. If Customer is exempt from Taxes, it must provide MICROPROSS with the appropriate tax exemption documentation at the time the order is placed.

3. PRICES AND PAYMENT

1) All quotations shall expire thirty (30) days from date of issuance, unless otherwise set forth in the quotation or agreed in writing. The prices applicable at the date of order shall remain applicable until delivery of the Products, provided that delivery takes place within six (6) months of the date of the order, notwithstanding any change in the price.

2) Payment shall be in Euros.

3) A Customer account will be opened when the Customer's first order, requiring payment at the time of the order, is made. The opening of the Account will be ratified after a period of three (3) months during which payment must be made with all orders.

4) Unless MICROPROSS approves Customer for credit terms, payment shall be made when the order is placed by credit card, direct credit transfer or by check. If MICROPROSS approves Customer's credit application, payment shall be due no later than thirty (30) days after the date of MICROPROSS's invoice. MICROPROSS reserves the right to cancel Customer's credit terms at any time. MICROPROSS does not grant discount for payments made prior to the due date. Without prejudice to any provisions of the Law on Modernization of Economy or the Commercial Code, longer payment term may be granted to Customer. Such payment term benefit shall be justified by obligations imposed on Customer such as having to accept higher price lists and/or being subject to a credit rating survey. The applicable payment term shall be indicated on the quotation and on the invoice issued by MICROPROSS. Any late payment will result in interest accruing on the outstanding sum at the rate of three times the legal interest rate. These penalties for late payment will be payable the day after the date

specified for payment on the invoice and no reminder will be sent to the Customer. Any late payment will result in the withholding of delivery of any other merchandise and, access to technical support offered by MICROPROSS; the Account will be closed immediately and Condition 3 above will take effect in relation to all current and future orders. If no orders are received for a period of six (6) months after the opening of the Account, the Account will be closed and Condition 3 will be activated.

5) As of 1st January 2013, any total or partial breach by the Client, of its payment obligations or any late payment will immediately lead to the payment of a lump sum amount of 40 Euros pursuant to decree 2012-1115 of 2 October 2012 in compliance with Article 121 of the Law of 22 March 2012 related to the simplification of law and easing administrative procedures, without prejudice to the payment of a penalty for late payment. If the costs exceeds the above mentioned lump sum amount, MICROPROSS is entitled to request a complementary payment upon justification.

4. SOFTWARE

Software is licensed pursuant to the software license agreements provided with the software. All software is licensed, not sold, and title to the software remains with the applicable licensor(s).

5. NON-NI BRANDED PRODUCTS

Non-NI Branded Products that MICROPROSS resells may not be testable or repairable by MICROPROSS, and it may be necessary for Customer to contact the manufacturer or the publisher for service. To the extent it is not prohibited by applicable law, MICROPROSS does not warrant, has no obligation to support, and hereby excludes all liability (including but not limited to any statutory or implied liability for infringement) for Non-NI Branded Products. The Limited Indemnity Against Infringement Section of this Agreement does not apply to the sale and purchase of Non-NI Branded Products. "Non-NI Branded Product(s)" means any third-party hardware, software, or service that MICROPROSS sells, but does not carry an NI mark.

6. SERVICES

Services provided by MICROPROSS are also subject to any service agreements or statements of work agreed upon in writing by the parties or, as applicable, to the MICROPROSS terms and conditions of maintenance, available at <http://www.micropross.com/terms>.

7. ORDERS

All orders are subject to acceptance in writing by a duly authorized representative of MICROPROSS Assignment of any orders and/or contracts concluded between MICROPROSS and the Customer is prohibited.

Delivery within mainland France shall be to the address indicated on the order. Any change in delivery address may result in additional charges to be paid by the Customer. The NI distribution center organizes shipping of the Products so that orders are dispatched as close as possible to the Customer's requested shipment date, if any. The Customer will be notified of shipment dates when it received the acceptance of orders. MICROPROSS reserves the right to deliver orders in separate shipments.

Hardware Products are warranted against defects in materials and workmanship that cause the Hardware to fail to substantially conform to the applicable MICROPROSS published specifications for fifteen (15) months from the Invoice Date. For a period of 90 days from the Invoice Date, NI warrant that the Software Products (a) will perform substantially in accordance with the accompanying written materials, and (b) the Software media on which the software product is recorded will be free from defects in materials and workmanship. MICROPROSS warrants that the Services will be performed in a good and workmanlike manner. MICROPROSS's sole obligation with respect to the foregoing Warranty shall be to, at its option, (i) return the price paid (ii) repair or replace any defective Products, (iii) re-perform the affected Services, provided that MICROPROSS receives written notice of such defects during the applicable warranty period. The Customer may not bring an action to enforce its remedies under the foregoing Warranty more than one (1) year after the accrual of such cause of action. Repaired or replaced Hardware or Software will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer. If MICROPROSS elects to repair or replace Hardware, MICROPROSS may use new or refurbished parts or products that are equivalent to new in performance and reliability and are at least functionally equivalent to the original part or Hardware. Customer must obtain an RMA number from MICROPROSS before returning any Hardware under warranty to MICROPROSS. All Products returned under warranty are returned at the Customer's expense. After examining and testing a returned product, if MICROPROSS concludes that a returned product is not covered by the Limited Warranty the Customer will be notified, the product returned to the Customer at the Customer's expense. MICROPROSS reserves the right to charge a fee for examining and testing Hardware not covered by the Limited Warranty. This Warranty does not apply if failure of the Products has resulted from accident, abuse, misapplication, modification, improper calibration (performed by a party other than MICROPROSS); unauthorized modification; improper environment; use of an improper hardware or software key; improper use or operation outside of the specification for the Hardware or Software; improper voltages; accident, abuse, or neglect; or a hazard such as

lightning, flood, or other act of nature.

10. RETURN/CANCELLATION/CHANGE OF ORDER

Customer may return unwanted Products within 10 days of the Invoice Date. All Products must be returned in their original packaging. The Customer shall pay a restocking and/or repackaging charge of fifteen percent (15%) of the price on any unwanted Products returned to MICROPROSS. No returns will be accepted after the 30 day period has expired. Where specific equipment or services are involved, the Customer shall be responsible for the cost of all related work in progress; however, MICROPROSS shall take responsible steps to reduce these costs immediately upon receipt of a written cancellation notice from the Customer. All returns are made at the expense of the Customer and a Return Material Authorization number must be obtained from MICROPROSS for return of any Products. MICROPROSS may terminate any order if any representations made by the Customer to MICROPROSS are false or misleading. Changes to orders shall not be effective unless confirmed in writing by MICROPROSS's appropriate representative. Acceptance of returns of any customized MICROPROSS products and Non-NI Branded Products is in the sole discretion of MICROPROSS.

11. NO OTHER WARRANTIES

Except as expressly set forth above, the Products are provided "as is" and no other warranties, either expressed or implied are made with respect to the products, including but not limited to any warranties of merchantability, fitness for a particular purpose, or any other warranties that may arise from usage of trade or course of dealing. MICROPROSS does not warrant or guarantee the use of or the results of the use of the Products in terms of correctness, accuracy, reliability, or otherwise and does not warrant that the operation of the products will be uninterrupted or error free.

12. DAMAGES NOT COVERED

The entire liability of MICROPROSS and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) is set forth above. To the maximum extent permitted by applicable law, in no event shall MICROPROSS and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) be liable for any damages, including, but not limited to, any indirect, accidental, exceptional, or consequential damages, including expenses, lost profits, lost savings, lost business, lost business information, or any other damages arising out of the use or inability to use the Products, even if MICROPROSS or its licensors, distributors, and suppliers has been advised of the possibility of such damages. The Customer acknowledges that the applicable purchase price or license fee for the Products reflects this allocation of risk. If the applicable law deems that the foregoing limitation of liability does not apply, in no event shall

MICROPROSS's liability for damage exceed the greater of €50,000 or the purchase or license price paid by the Customer for the specific product that caused such damage.

13. WARNING

Customer understands and acknowledges that Products and Services are not designed, manufactured, or tested for use in life or safety critical systems, hazardous environments or any other environments requiring fail-safe performance, including in the operation of nuclear facilities; aircraft navigation; air traffic control systems; lifesaving or life sustaining systems or such other medical devices; or any other application in which the failure of the product or service could lead to death, personal injury, severe property damage or environmental harm (collectively, «High-Risk Uses»). Further, Customer must take prudent steps to protect against product and service failures, including providing back-up and shut-down mechanisms. MICROPROSS expressly disclaims any express or implied warranty of fitness of the products or services for High-Risk Uses. Customer shall defend, indemnify, and hold MICROPROSS harmless from any and all claims, losses, damages, actions, including, lawsuits, arbitrations, and/or administrative actions, and expenses (including reasonable attorneys' fees) arising out of Customer's use of the Products and Services for any High-Risk Uses, including claims for product liability personal injury (including death) or damage to property, regardless of whether such claims are founded in whole or in part upon alleged or actual negligence of MICROPROSS.

Customer acknowledges that it is ultimately responsible for verifying and validating the suitability and reliability of the Products or Services whenever the products or services are incorporated in its system or application, including the appropriate design, process, and safety level of such system or application. Further, Customer must take prudent steps to protect against Product and Service failures when Products and Services are incorporated in a system or application, including providing back-up and shut-down mechanisms. Customer shall defend, indemnify, and hold MICROPROSS harmless from any and all claims, losses, damages, actions, including lawsuits, arbitrations, and/or administrative actions, and expenses (including reasonable attorneys' fees) arising out of Customer's incorporation of the Products or Services into its system or application, regardless of whether such claims are founded in whole or in part upon alleged or actual negligence of MICROPROSS.

14. FORCE MAJEURE AND ACTS OF THIRD PARTY

MICROPROSS shall not be responsible for any delay or failure to perform due to any cause beyond its control, including but not limited to acts of public authorities, natural catastrophes, acts of the Customer, transportation problems, interruptions of telecommunications, lack of

energy, failure of contractors or suppliers, inability to obtain necessary labor or materials or labor issues (“Force Majeure Event”). Upon the occurrence of a Force Majeure Event, MICROPROSS’s estimated shipping schedule shall be extended by a period of time equal to the time lost because of any excusable delay. MICROPROSS may cancel orders without liability to the Customer.

15. LIMITED INDEMNITY AGAINST INFRINGEMENT

MICROPROSS shall, at its own expense, settle or defend any litigation or claim brought by a third party against the Customer, resulting from sales of the Products to the extent that such litigation or claim alleges that the Products or any part thereof infringes any intellectual property right (including trade secrets), provided that such claim does not arise from (a) the combination, operation or use of the Hardware, Software or Services in combination with equipment or devices not made by NI, (b) from modification of the Products, (c) the compliance of MICROPROSS with Customer’s specifications or directions, including the incorporation of any software or other materials provided by or requested by Customer; (d) Non-NI Branded Products or (e) failure to use the Hardware, Software or Services in accordance with the applicable documentation provided by MICROPROSS, and provided that the Customer notifies MICROPROSS immediately upon its obtaining notice of such impending claim or action and cooperates fully with MICROPROSS in preparing a defense. If the Customer provides to MICROPROSS the authority, assistance, and information MICROPROSS needs to defend or settle such claim, MICROPROSS shall pay any final award of damages and interest and any expense the Customer incurs at MICROPROSS’s written request, to the extent of the amount of the indemnity provided at Article 12 of the present Terms and Conditions, but MICROPROSS shall not be liable for a settlement made without its prior written consent. If MICROPROSS believes in its reasonable opinion the Hardware, Software or Services may be alleged to be infringing, for the purposes of mitigating any potential damages, MICROPROSS may, at its option, (i) procure for the Customer the right to use the Products, (ii) replace the Products with others which are not infringing, or (iii) accept return the infringing Products and refund the payment(s) made therefore by the Customer.

The foregoing states the Customer’s sole remedy for, and MICROPROSS’s entire liability and responsibility for, infringement of any patent, trademark, or copyright or other intellectual property right relating to the Products provided hereunder. This limited indemnity is in lieu of any other statutory or implied warranty against infringement. Notwithstanding the foregoing indemnity, MICROPROSS shall have no obligation under this Section for any claims of Infringement by the Products or Services outside the geographical boundaries of the United States, Canada,

Mexico, Japan, Australia, Switzerland, Norway or the European Union.

16. PROPRIETARY RIGHTS

MICROPROSS reserves all right, title, and interest in any intellectual property rights contained or embodied in Products, or resulting from the Services, including any custom developments created or provided by MICROPROSS under this Agreement. Nothing in this Agreement will be deemed to grant to Customer any ownership rights in such intellectual property.

17. MISCELLANEOUS PROVISIONS/GOVERNING LAW

MICROPROSS reserves the right to modify the specification of any ordered Products (whether hardware or software), provided that the operation of the Product is not materially affected.

This Agreement, and any terms incorporated herein by reference, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether written or oral, with respect to that subject matter.

The Customer acknowledges reading these Terms and Conditions of Sale, understands them and agrees to be bound by them. Each individual agreeing to this Agreement on behalf of a party represents and warrants that he/she has the right to make all statements and representations contained in this Agreement, is empowered to agree to and execute it and that all necessary action to authorize its execution has been taken.

This Agreement may not be altered, supplemented, or amended by the use of any other document unless otherwise agreed in writing by MICROPROSS.

No delay or failure by MICROPROSS to exercise any right it has under this Agreement shall impair or be construed as a waiver of such right.

A waiver of any provision of this Agreement must be in writing and shall not be construed as a waiver or modification of any other term hereof, or as a continuing waiver of any provision.

If any part, term, or provision of this Agreement is held illegal, unenforceable, or in conflict with any applicable and enforceable law, the validity of the remaining portions or provisions of this Agreement shall not be affected.

These Terms and Conditions of Sale shall be governed by the laws of France. Any litigation arising in connection with these Terms and Conditions of Sale shall be decided by the competent court or tribunal in whose jurisdiction MICROPROSS has its head office when it accepts the order.

18. SERVICES

Limited Warranty

MICROPROSS warrants that Services will be performed

in a good and workmanlike manner. Except as expressly stated in the preceding sentence, MICROPROSS makes no express or implied warranties with respect to the Services, including but not limited to (a) any warranty relating to third-party products or (b) any warranty concerning the results to be obtained from the Services or the results of any recommendation MICROPROSS may make, including without limitation any implied warranties concerning the performance, merchantability, suitability, non-infringement of intellectual property rights or fitness for a particular purpose of any of the deliverables or of any system, that may result from the implementation of any recommendation MICROPROSS may provide. In order to receive warranty remedies, deficiencies in the Services must be reported to MICROPROSS in writing within 90 days of completion of the Services.

Limitation of Liability

Except for claims that the Services caused bodily injury (including death), MICROPROSS's total liability arising out of or in connection with any event or series of events occurring in connection with the Services shall not exceed, in any case, the higher of €50,000 or the purchase price paid by the Customer for the Product that caused the damage. MICROPROSS is not liable for any incidental, indirect, special, or consequential damages arising out of or in connection with the Services provided by MICROPROSS, including, but not limited to, loss of the Products or any other software or data, including inability to achieve a particular result, even if MICROPROSS has been advised of the possibility of such damages or even if the damage is the direct result of an instruction or suggestion made by MICROPROSS.

These provisions allocate the risks under the separate written agreement between Customer and MICROPROSS. MICROPROSS's pricing reflects this allocation of risk and the limitation of liability specified herein.

High-Risk Activities

The Customer understands and agrees that MICROPROSS has not tested or certified its Services for use in high-risk applications including, but not limited to, medical life support equipment, nuclear power, mass and air transportation control, or any other potentially life threatening uses; MICROPROSS makes no assurances that the Services are suitable for any high-risk uses. The Customer therefore assumes all responsibility and agrees to indemnify and hold MICROPROSS harmless from any and all damages, claims and proceedings arising out of the use of a Product for a high-risk application.

Indemnification

The Customer accepts responsibility for, and agrees to indemnify and hold MICROPROSS harmless from, any and all damages, claims, or proceedings arising out of (a) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions required to support any Products or performance of the Services, including but not limited to, the right to make any copies or reproductions of any Customer-provided

software or (b) any inaccurate representations regarding the existence of an export license or the eligibility for export of software or other materials without a license.

19. COMPLIANCE WITH LAWS

Export compliance

The Products (which, for purposes of this Section, shall include the software and technology incorporated in or supplied with a Product and Service) purchased from MICROPROSS are subject to control under the U.S. Export Administration Regulations (15 CFR part 730 et. seq.) administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") (www.bis.doc.gov) and other applicable U.S. and E.U. export control laws and sanctions regulations, including those administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (www.treas.gov/ofac). In addition, Products distributed from NI's distribution center in Europe are subject to control under the European Union ("EU") Council Regulation No. 428/2009 and their export or intra-EU transfer may also be subject to additional licensing requirements under European Union Council Regulation No. 428/2009 and its implementing regulations. Products may not be exported or re-exported to any country where sanctions are imposed by the U.S. government (which currently includes Cuba, Iran, North Korea, Republic of Sudan and Syria but which may be modified by the U.S. government from time to time). The Customer agrees it will comply with the export laws and trade sanctions of all applicable countries and will not export, re-export or transfer the Products purchased from MICROPROSS via any means to any prohibited destination, entity or individual without the required export license(s) or authorization(s) from the U.S. Government or the competent European state government.

Products may also require export license(s) issued by the applicable authorities before being returned to MICROPROSS. The issuance of a Quote, a sales order acknowledgment, or an RMA by MICROPROSS is not an export license. Customer represents and warrants it is not ineligible or otherwise restricted by U.S. or applicable law to receive Products and it will not export, re-export, or provide Products to any person or entity on OFAC's List of Specially Designated Nationals or on BIS's Denied Persons List, Entity List or Unverified List or any other applicable restricted party list. MICROPROSS reserves the right to refuse and/or cancel any order if, at any time, MICROPROSS believes that any export controls or trade sanctions laws may be violated. See ni.com/legal/export-compliance for more information.

Data protection

Customer represents and agrees that any data (including personal data of Customer, its representatives, employees or agents) that is gathered by MICROPROSS in the context of commercial transactions with Customer (e.g. name, contact details, title, professional background, field of expertise, product interests, etc.; hereinafter: "Customer Data") is data which is generally available to businesses in the normal course of Customer's business operations and is regarded as data related to, and provided in the context of, the professional activity of such representatives, employees, agents, and of the Customer. Customer hereby agrees on its own behalf and on behalf of its representatives, employees and agents that MICROPROSS may, in accordance with MICROPROSS's privacy statement and applicable laws and regulations, (i) use such Customer Data for the purpose of account and contract administration, for security purposes, and for the development of the business relationship (including marketing communication about products and services relevant to Customer), and (ii) transfer such Customer Data to other National Instruments companies including those located outside the European Economic Area for the purposes specified in (i).

Consumer protection

The Customer warrants and agrees that it is acting in the normal course of its business or trade and is not a consumer. In case the Customer is (either as a business reseller or educational institution) authorized by MICROPROSS to distribute (whether in return for payment or free of charge) or otherwise make available (whether at the premises of the Customer or otherwise) the Products to end-users who are students (or hobbyists or other private individuals), the Customer shall comply with all applicable laws and regulations that apply to the distribution of the Products to end-users, including all applicable data protection laws, as well as any laws and regulations applicable to transactions with consumers (including, but not limited to providing sufficient pre-contractual information and usage instructions to consumers, complying with regulations for general terms and conditions for consumer transactions, granting consumers with statutory warranty and withdrawal rights, etc.), if applicable. The Customer shall indemnify and hold MICROPROSS harmless against all liabilities, claims, including but not limited to third-party claims, costs and expenses (including reasonable attorney's fees) arising out of any failure of the Customer to comply with such laws and regulations."

20. UPDATES

MICROPROSS reserves the right to update this Agreement at any time, effective upon posting an updated version at

<http://www.micropross.com/terms> ; however, the terms and condition in effect at the time of purchase shall apply to that purchase of Products or Services.

21. EURO ZONE

Both parties agree that in the event that (i) the Euro ceases to be the primary official currency of France, the provisions of clause 3 shall continue to apply; (ii) the Euro ceases to be the primary official currency of the Euro zone, all payments under any Contract expressed in Euros shall be made in USD. The applicable conversion rate shall be determined by MICROPROSS, in its sole discretion, using the official EUR/USD exchange rate published by the European Central Bank on: (a) the date that the relevant Contract has been concluded by MICROPROSS; or (b) the date that the European Central Bank makes a public announcement and/or releases an official public statement that the Euro would cease to exist as an official currency of the Euro zone, whichever is the earlier.

In the event that the Euro ceases to be the primary official currency of France, credit terms of Customer will automatically be cancelled and all payments from Customer to MICROPROSS will be immediately payable in the currency determined in accordance with the above-mentioned clause. In such cases, MICROPROSS may in its discretion suspend or cancel deliveries or Products and the supply of Services until all monies due from Customer to MICROPROSS on any account have been received by MICROPROSS in the currency determined in accordance with the above-mentioned clause. Customer and MICROPROSS hereby specifically agree that the provisions in the above-mentioned clause shall apply regardless of any currency redenomination provision or conversion calculation method or similar provision that may be introduced in any law or by any legislative instrument or other legal ruling of France or the European Union.

Notwithstanding any other provision of this Agreement, Customer shall indemnify and hold MICROPROSS harmless against any reasonable loss, costs and expenses arising out of or related to the cessation of the Euro, the introduction of a new currency in France or any statutory provisions (mandatory or not) applicable to such currency change, redenomination or conversion.