



STANDARD TERMS AND CONDITIONS (SALES)

1. ACCEPTANCE OF CONTRACT

A contract (the "Agreement") will be formed only upon DRI's signed acceptance of a party's (the "Buyer") written purchase order specifying DRI's quotation number, and upon Buyer's acceptance of these Standard Terms and Conditions (these "T&C") to the exclusion of any other terms or conditions appearing in Buyer's purchase order. DRI's acceptance of Buyer's purchase order is expressly conditional upon Buyer's assent to these T&C, which assent shall be presumed conclusively from Buyer's failure to object in writing to any objectionable term or condition. Buyer further acknowledges and agrees that any terms or conditions contained in any acknowledgement, invoice, communication or otherwise of Buyer which are inconsistent with these T&C are hereby rejected. In these T&C, the term "Party" shall refer to either DRI or Buyer, and "Parties" shall refer to both DRI and Buyer.

2. GOODS AND SERVICES

DRI shall supply the goods and/or services described in the Agreement in the quantities, at the prices, and on the delivery or performance dates specified in the Agreement and in accordance with these T&C. The quantity and quality of goods and services shall conform in all respects to the requirements of the Agreement. DRI shall perform all services using personnel with the required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement.

3. FEES AND PAYMENT

Fees will be invoiced according to the Agreement. All payment obligations are non-cancelable and all amounts paid are non-refundable (unless expressly stated otherwise in the Agreement). All payments shall be made in the currency indicated in the Agreement in full and cleared funds without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law) within sixty (60) days after the applicable invoice date, unless otherwise specified in the Agreement ("Payment Due Date"). All sums payable under the Agreement are exclusive of value added tax ("VAT") or any other local sales taxes, for which Buyer shall be responsible. If payment has not occurred by the Payment Due Date, then, without limiting any other right or remedy available to DRI, DRI reserves the right to charge a late fee ("Late Fee") of 1.5% of the invoice amount. Prior to charging Late Fees, DRI will contact Buyer regarding the delinquency and verify receipt of the applicable invoice. Buyer agrees to provide DRI with complete and accurate billing and contact information. If Buyer reasonably disputes any portion of an invoice, Buyer must pay the undisputed portion of the invoice and submit written notice of the claim with sufficient detail of the nature of the claim, the amount and invoices in dispute and information necessary to identify the affected services for the disputed amount. The Parties will attempt to resolve any disputed invoice through discussion between each other's senior executives and/or appointed counsel in a period of fifteen (15) days of receipt of such notification ("Dispute Period"). Upon resolution of the dispute, Buyer will pay such disputed amount within the later of: (a) the date payment for the invoice was due; and (b) five (5) days after the dispute has been resolved. DRI shall not withhold or delay any services or fail to perform any other services or obligations hereunder by reason of Buyer's good faith withholding of any payment or amount in accordance with this section. If the Parties are unable to reach a satisfactory resolution during the Dispute Period, the Parties may pursue alternative remedies under the Agreement.

4. TITLE, RISK OF LOSS, AND SECURITY INTEREST

Title and risk of loss for hardware products shall pass to Buyer upon delivery of products to Buyer's representative at DRI's facility, or in the event that deliverable item(s) is/are to be shipped to Buyer, upon tender of the products by DRI to the carrier. When so marked by DRI, title to software products (such as computer programs, manuals, and documentation) and all copies thereof shall remain with DRI or others from whom DRI has obtained a licensing right. DRI reserves a security interest in each product shipped until the entire amount due therefore has been paid.

5. CONFIDENTIALITY AND PROPRIETARY INFORMATION

A Party (the "Receiving Party") may receive Confidential Information of the other Party or its affiliates (the "Disclosing Party") and the Receiving Party shall keep all such Confidential Information confidential and protect it by

using the same level of care and discretion that the Receiving Party uses with respect to its own confidential information, which will be in no case less than reasonable care and discretion. The Receiving Party shall not disclose Confidential Information to any person other than such Party's authorized representatives who have a need to know that Confidential Information provided that the Receiving Party remains responsible for the confidentiality of the information. The Parties shall not use Confidential Information for any purpose other than as necessary to exercise rights or fulfill obligations under these T&C. Without limiting the foregoing, a Party may disclose Confidential Information to a government authority if that disclosure is: (a) required by law or (b) necessary to exercise its rights or perform its obligations under and in accordance with these T&C. In these T&C, the term "Confidential Information" means business information of a confidential or proprietary nature (including trade secrets and information of commercial value), including without limitation, pricing, software, software code and underlying technical or business information, which relates to the Disclosing Party that is disclosed or provided to Receiving Party by or on behalf of Disclosing Party pursuant to these T&C (or potential future purchases subject to these T&C); provided, however, that Confidential Information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure by, and had not been obtained by the Receiving Party either directly or indirectly from, the Disclosing Party; (iii) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (iv) is independently developed by the Receiving Party. This section shall survive until three (3) years after the expiration or termination of the Agreement.

6. PROPRIETARY RIGHTS; INTELLECTUAL PROPERTY

All designs, drawings, technical descriptions and concepts which are presented by DRI to the Buyer with the quotation or otherwise shall remain the property of DRI and shall be held by the Buyer as proprietary and confidential with the same degree of care as the Buyer holds its own proprietary and confidential materials. They may not be copied or duplicated in any way. They shall be returned to DRI upon receipt of the products from DRI. In these T&C, the term "Intellectual Property Rights" means, collectively, patents, copyrights, trademarks, service marks, trade secrets, and any other proprietary intellectual property rights. The goods and services, and all improvements, enhancements, modifications, and derivative works thereof, and all related Intellectual Property Rights, are and will remain the sole and exclusive property of DRI. Buyer's right to use the goods and services provided by DRI are limited to those expressly provided in, and are in all cases subject to, the Agreement and these T&C. No other rights with respect to the goods and/or services provided by DRI are implied, and Buyer shall gain no interest or rights in or to DRI's Intellectual Property Rights. These T&C shall not be deemed to constitute a sale of the services and/or content that Buyer may access in connection with the Agreement, and Buyer shall not receive title or other rights thereto, or any copies thereof delivered to or made by DRI, or any Intellectual Property Rights therein. DRI will at all times retain all rights not expressly granted to Buyer, and nothing in these T&C will constitute a waiver of DRI's rights under copyright laws or any other federal or state law or treaty.

7. DESIGN CHANGES

All designs, drawings, brand names, model numbers and technical descriptions contained in any quotation or other communication from DRI are presented for conceptual purposes only. DRI retains the right to modify or replace any of the above with designs and equipment which are, in the opinion of DRI, equivalent in quality and performance.

8. INDEMNIFICATION-BUYER'S SPECIFICATION

To the extent that items ordered are manufactured to the designs, drawings, software, and specifications furnished by Buyer, or to the extent that Buyer removes or modifies features of the items unless Buyer notifies DRI and such removal or modification is approved by DRI, Buyer shall indemnify, defend and hold DRI harmless from and against any and all expenses, losses, attorney's fees, costs, claims, demands, causes of action, and damages of whatever kind, whether death or injury to persons, damage to loss of use of property, or infringement or alleged infringement of domestic and foreign patent, copyright, or trademark rights, which

result from use of the product by any person (other than DRI or DRI's employees or contractors).

9. DELIVERY

DRI will use its best efforts either to deliver the product(s) to the Buyer's representative at DRI's facility, or to ship the product(s) to Buyer, on or before the estimated delivery date stated in DRI's acceptance of Buyer's purchase order. DRI shall not, in any event, be liable for, nor may Buyer cancel his order for any delay or failure to deliver resulting from circumstances which are beyond DRI's reasonable control or which would cause DRI to incur unreasonable expense in order to avoid such delay or to effect such delivery. Buyer's sole remedy for failure of DRI to deliver for any reason shall be to reclaim any advance payments made prior to delivery.

10. CANCELLATION

Buyer may not cancel their purchase order for any reason without written permission from DRI. Any such cancellation will be subject to cancellation changes to the Buyer which reflects DRI's actual cost, plus profit, to the date of cancellation. In the event of cancellation, any undelivered hardware becomes the property of DRI.

11. TAXES

Any and all VAT, Federal, state and local sales, use, excise, privilege, and similar taxes imposed on DRI or which DRI has a duty to collect in connection with the sale, delivery, or use of any product will be paid by Buyer. If sales to Buyer are exempt from such taxes, Buyer shall furnish to DRI a certificate of exemption from the applicable taxing authority.

12. EXPORT FEES AND DUTIES

Any and all applicable export fees, customs duties and similar fees are not included in the quotation and they will be paid by the Buyer.

13. ANTI-BRIBERY, ANTI-MONEY LAUNDERING AND MODERN SLAVERY

The Parties agree to comply with all laws, rules, regulations, ordinances and requirements of federal, state and local governmental or regulatory bodies which are applicable to the Agreement, including, but not limited to, anti-bribery laws, anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (FCPA), anti-money laundering laws, and sanctions issued by the Office of Foreign Assets Control of the U.S. Department of Treasury ("OFAC"). No party on the U.S. List of Specially Designated Nationals and Blocked Persons published by OFAC will be involved in the products or services provided under the Agreement in violation of the sanctions issued by OFAC. Buyer must comply with all modern slavery laws and regulations relevant to their jurisdiction (including local, domestic or international laws regarding labor, health, safety and the environment) and including, but not limited to, the Modern Slavery Act (2018 (Cth) (Australia), Modern Slavery Act of 2015 (United Kingdom) and the California Transparency in Supply Chains Act 2010 (United States) including compliance with any reporting requirements therein.

14. LIMITED WARRANTY

Within thirty (30) days after receipt by Buyer, DRI will make reasonable efforts to resolve alleged defects or failures in the product's materials or DRI workmanship. Such thirty (30) day limited warranty does not include alleged defects or failures of the product that result from: (a) a Buyer-supplied design; (b) components that are not manufactured by DRI; (c) accident, disaster, neglect, abuse, misuse, improper handling, testing, storage or installation after delivery to the Buyer's representative at DRI's facility or after delivery to the carrier, as applicable; or (d) alterations, modifications, or repairs. THIS 30 DAY LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, OR USAGE FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. This warranty is nontransferable.

15. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED IN SECTION 14 HEREIN, THE GOODS AND SERVICES, INCLUDING ANY CONTENT WHICH BUYER MAY ACCESS IN CONNECTION THEREWITH, IS PROVIDED "AS IS" AND DRI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES ASSOCIATED WITH OR RELATING TO THE GOODS, SERVICES AND CONTENT PROVIDED BY DRI, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT OR

FITNESS OF A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT OR CIRCUMSTANCES SHALL DRI, OR DRI'S DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AUTHORIZED REPRESENTATIVES, LICENSORS, AND AGENTS BE LIABLE TO BUYER FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFIT, COST OF COVER, LOSS OF DATA, OR FOR ANY FORM OF DIRECT OR INDIRECT, COMPENSATORY, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES BASED ON ANY CONTROVERSY, ACTION, CLAIM, OR DISPUTE PERTAINING TO THE GOODS, SERVICES AND CONTENT PROVIDED BY DRI TO BUYER, INCLUDING, WITHOUT LIMITATION, FOR ANY ALLEGED FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY, OPERATION, OR OUT OF ANY TERMINATION OF THE APPLICABLE PURCHASE ORDER AND/OR THESE T&C, OR OTHERWISE, EVEN IF DRI HAS ACTUAL, CONSTRUCTIVE, OR ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE. BUYER AGREES THAT THIS LIMITATION OF LIABILITY WILL APPLY IRRESPECTIVE OF ANY CONTROVERSY, ACTION, CLAIM, OR DISPUTE BASED ON BREACH OF CONTRACT, TORT, OR ANY OTHER BASIS OF LAW OR LEGAL THEORY. DRI'S TOTAL AGGREGATE LIABILITY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BREACH OF STATUTORY DUTY, STRICT LIABILITY OR OTHER THEORY, WITH RESPECT TO ALL SUBJECT MATTER RELATING TO SUCH AGREEMENT BETWEEN DRI AND BUYER SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY BUYER TO DRI (WHETHER OR NOT INVOICED) UNDER THE AGREEMENT GIVING RISE TO SUCH CLAIM.

16. INDEMNIFICATION-USE OF PRODUCTS

Buyer shall indemnify, defend, and hold DRI harmless from and against any and all expenses, losses, attorney's fees, costs, claims, demands, causes of action, and damages of whatever kind, whether death or injury to persons or damage to or loss of use of property, which result from use of the product by any person (other than DRI or DRI's employees or contractors).

17. LIMITATION OF REMEDIES

Buyer's exclusive remedies, and DRI's entire liability with respect to any products, shall be as set forth herein.

18. WAIVER

The failure of either Party to enforce at any time any provision of these T&C shall not be construed to be a waiver of such provision or the right thereafter to enforce each and every provision. No waiver by either Party, either express or implied, or any breach of any of these T&C shall be construed as a waiver of any other breach of such term or condition.

19. ASSIGNMENT

Buyer may not assign or otherwise transfer its rights or obligations hereunder without the prior written consent of DRI. No attempt to assign or transfer in violation of this provision shall be valid or binding upon DRI.

20. GOVERNING LAW; FORUM

The rights of the parties hereunder shall be governed by the laws of the State of California, United States of America, and all disputes, actions, or proceedings to enforce any provisions hereof, or to determine any and all rights or obligations relating hereto, are to be determined pursuant to the laws of the State of California. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other Party in any way arising from or relating to the Agreement or these T&C, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the United States District Court for the Central District of California or, if such court does not have subject matter jurisdiction, the courts of the State of California sitting in Los Angeles County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the United States District Court for the Central District of California or, if such court does not have subject matter jurisdiction, the courts of the State of California sitting in Los Angeles County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

21. FORCE MAJEURE

Notwithstanding anything in these T&C, neither Party shall be obligated to perform or observe its obligations undertaken in the Agreement if such Party is prevented or hindered from doing so by reason of Force Majeure, provided that such Party promptly notifies the other Party and uses reasonable efforts to promptly cure such failure or delay and to resume its performance. In these T&C, the term "Force Majeure" means any circumstances beyond the reasonable control of a Party, without its fault and not related to the economic or financial condition of such Party, and which could not have been reasonably foreseen by such Party, and without limitation, may include any one or more of the following: acts or restraints of governments or public authorities, wars, revolutions, riot or civil commotion, strikes, lockouts or other industrial action, power outages and interruptions, brownouts, internet service provider failure or delay, epidemics or pandemics, cyberattacks, fire, flood or other natural disasters, except that lack of finances shall not be considered a Force Majeure.

22. NOTICES

All notices required or authorized by these T&C shall be given in writing and shall be deemed effective upon receipt. Notices to Buyer shall be sent to the address shown in Buyer's purchase order. Notices to DRI shall be sent to DRI's address listed on the quotation.

23. SEVERABILITY

Should any part or provision of these T&C be held unenforceable or invalid, the validity and enforceability of the remaining parts and provisions shall be unaffected thereby.

24. ACCEPTANCE TEST BY BUYER

Unless otherwise agreed in writing by DRI, any acceptance test to be conducted by the Buyer of the equipment described in the quotation shall be performed at DRI's facility, prior to shipment, and at Buyer's expense. Unless otherwise agreed in writing by DRI, if Buyer declines to conduct acceptance tests at DRI's facility, then Buyer agrees to accept the equipment as delivered, subject to section 14 herein.

25. CHANGES IN CONTRACT

The Agreement may not be added to, modified, superseded or otherwise altered, except by writing signed by an authorized representative of each Party.