

TERMS OF SALE

These Standard Terms of Sale (“Agreement”) apply to all purchases by you (“Buyer”) of Products and Services (defined herein) from Mimo Display LLC dba Mimo Monitors (“Seller” or “Mimo”) as well as by third party vendors and/or service providers of Seller.

1. **General Terms**

1.1 Contract Formation. This Agreement exclusively governs Mimo’s sale, and the purchase and use by Buyer, of the Products. The parties agree that they have not relied on any oral or written terms, conditions, representations or warranties outside those expressly stated or incorporated by reference in this Agreement in making their decisions to enter into this Agreement. No agreement or understanding, oral or written, in any way purporting to modify these terms and conditions shall be binding on Mimo unless hereafter made in writing and signed by Mimo’s authorized representative. Buyer is hereby notified of Mimo’s objection to any terms inconsistent with this Agreement and to any other terms proposed by Buyer in accepting this Agreement. Neither Mimo’s subsequent lack of objection to any such terms, nor the delivery of the Products, Software or Services, shall constitute an agreement by Mimo to any such terms.

1.2 Definitions. “Product” means hardware including touch screens, tablets, all-in-ones, and touch screen accessories. “Software” means any software, library, utility, tool or other computer or program code provided by Seller to Buyer, whether installed locally on the Product hardware or otherwise accessed by Buyer through the internet or other remote means (such as websites, portals and cloud-based solutions). “Service(s)” means any and all services provided by Seller as outlined and agreed to by all parties. “Third Party Products” means any non-Mimo branded products, Software or services sold by Mimo to Buyer or made available to Buyer in conjunction with any Product.

1.3 Governing Law. The law of the State of Illinois will govern this Agreement. The Parties consent to the exclusive jurisdiction and venue in the state courts located in Lake County, Illinois and the eastern division of the federal district courts of the Northern District of Illinois.

1.4 Assignment. Buyer may not assign any of its rights or obligations under this Agreement without the prior written consent of Mimo, which consent shall not be unreasonably withheld; provided, however, that Buyer may transfer and assign this Agreement without Mimo’s consent to any person or entity (except to a Mimo competitor) that is an affiliate of such party or that

acquires substantially all of the stock or assets of such party's applicable business if any such assignees agree, in writing, to be bound by the terms of this Agreement. Subject to such limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Any attempted assignment in derogation of this Section will be null and void.

1.5 Amendment; Waiver; Survival. This Agreement may be amended only in writing signed by both parties. Any terms submitted to Mimo by Buyer, whether in a purchase order or otherwise are expressly rejected by Mimo and shall not form a part of this Agreement nor be construed to amend the terms of this Agreement, or any Warranty in any way. Any failure to enforce any provision of this Agreement is not a waiver of that provision or of either party's right to later enforce each and every provision. The terms of this Agreement that by their nature are intended to survive its expiration (such as the confidentiality provisions included herein) will continue in full force and effect after its expiration.

1.6 Order Cancellation. Prior to Product shipment, Mimo may cancel an order in whole or in part, at Mimo's option upon notice to Buyer with no further obligation or liability to Buyer. Payments, if any, made to Mimo prior to Order Cancellation will be refunded within thirty (30) days.

2. PRICING. The pricing of Products and/or Services is as specified on the quote and are in USD unless otherwise agreed upon by both parties and indicated on the applicable invoice. Notwithstanding, Seller reserves the right, by giving written notice to Buyer at any time before shipment, to increase the price of the Products or Services to reflect any increase in the cost to Seller which is due to any factor beyond the control of Seller (such as, without limitation, increase in price from supplier, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labor, materials or other costs of manufacture, any change in the delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions). Price quotations will automatically expire forty-five (45) days from the date issued, or as otherwise stated in the quotation and are subject to change at any time prior to acceptance of an order.

3. ORDERS: All Buyer orders and contracts are non-binding until approved by the Seller (and then still subject to the contingencies set forth in this Agreement). The acceptance of all orders is contingent upon the Terms contained herein.

4. PAYMENT AND TERMS: Unless Seller has extended credit to Buyer, payment may be made by check, ACH transfer, credit card, PayPal or wire transfer prior to shipment. Where Seller has extended credit to Buyer, terms of payment shall be net thirty (30) days from date of invoice. On any past due invoice, Seller may impose interest at the rate of one and a half percent [1.5%] per month or the highest rate permitted by law, whichever is less, until paid in full. If Buyer fails to make each payment when it is due, Seller reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements in which Seller has extended credit to Buyer. In the event of default by Buyer, Seller shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorney fees, court costs and fees, and collections costs.

5. TAXES: All prices are exclusive of all federal, state and local excise, sales, use, value added, and similar taxes. These taxes shall be paid by Buyer, or Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale.

6. TRANSPORTATION, TITLE, AND RISK OF LOSS. Unless otherwise indicated in the Agreement, shipping terms are EXW (Shipping Point). Title and risk of loss to equipment passes to Buyer upon delivery to Seller's chosen carrier. Software is licensed to Buyer, not sold; no title to or other ownership interest in such software passes to Buyer.

7. DELIVERY. Any delivery date given to the Seller is approximate only and Seller shall not be liable to Buyer for failure to deliver any particular date or dates. When feasible, Seller reserves the right to make delivery in installments. Delivery dates are approximate. Delay in delivery of one installment shall not give rise to a right of cancellation by Buyer. Unless otherwise indicated on the PO, the seller is not responsible for damage or shortage after delivery to transportation company.

8. SHIPMENT: Shipments are made as specified on the PO at the Buyer's expense unless agreed upon in advance with the Seller. In the absence of shipping instructions, the Seller will ship by the most advantageous method.

9. LEAD TIME AND INVENTORY: Any lead time or in-stock quantity specified by Seller on any quote is accurate to the best of our knowledge at the time the quote is generated. Lead time and in-stock quantities are subject to change without notice and should not be considered a commitment by Seller.

10. PRODUCT RETURNS. All Product returns are subject to the terms and conditions set forth in the Mimo Monitors Limited Warranty and Returns policy.

11. ACCEPTANCE: Buyer shall inspect Products promptly upon their receipt. Any discrepancies in the Products (ex. missing, erroneous, or damaged) must be reported to the Seller within (5) business days of arrival of the Products, otherwise the Buyer shall be deemed to have accepted the Products.

12. RETURNS and LIMITED WARRANTY: See RETURNS and LIMITED WARRANTY document

13. FORCE MAJEURE: Seller shall not be liable for delay or failure to deliver or perform due to any cause beyond its reasonable control, or for Acts of God, acts of Buyer, acts of any governmental authority, strikes or other labor disturbances, delays in transportation, fuel or energy shortages, or inability to obtain necessary materials, components, services, or facilities from usual sources. In the event of such a delay the time for performance shall be extended as reasonably necessary to enable performance.

14. EXPORTS: Products, Services, and Software purchased from Mimo may be subject to export control laws, restrictions, regulations and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any product to any prohibited or embargoed country.

15. LIMITATION of LIABILITY: IN NO EVENT, WHETHER AS A RESULT OF CLAIMS IN CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, STATUTE, EQUITY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, SHALL SELLER (AND/OR ITS REPRESENTATIVES, DIRECTORS, OFFICERS, AGENTS, CONSULTANTS, EMPLOYEES AND OTHER AFFILIATED PARTIES) BE LIABLE FOR LOSS OF PROFIT OR REVENUES, LOSS OF GOODWILL, CLAIMS OF CUSTOMERS, LOSS OF USE, LOSS OF TIME, OPPORTUNITY OR DATA, DAMAGES TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER. THE REMEDIES OF THE BUYER SET FORTH HEREIN AS TO DEFECTIVE OR NONCONFORMING GOODS ARE EXCLUSIVE. THE TOTAL CUMULATIVE LIABILITY OF SELLER WITH RESPECT TO THIS AGREEMENT OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREOF OR

FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, OR USE OF ANY GOODS, WHETHER FOR CLAIMS IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE SHALL IN NO CASE EXCEED THE PRICE OF THE SPECIFIC ORDER TO WHICH THE CLAIM RELATES. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

16. CONFIDENTIALITY. Each party will treat the terms of this Agreement and the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Buyer will treat Mimo (and Mimo's third party vendors') software and technical information as confidential information whether or not marked as confidential and shall not use or disclose to any third parties any such confidential information except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to Mimo). The receiving party shall have no obligations with respect to any information which (i) is or becomes within the public domain through no act of the receiving party in breach of this Agreement, (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove, (iii) is independently developed by the receiving party and the receiving party can so prove, or (iv) is received from another source without any restriction on use or disclosure.

17. COMPLIANCE WITH LAWS. This Agreement is subject to Mimo's on-going determination that Buyer and this Agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, export/import control and money laundering prevention.