

Scientific Molding Corporation, Ltd. dba SMC Ltd. (“Seller”)

TERMS AND CONDITIONS OF SALE

1. GENERAL

1.1 General. These terms and conditions of sale (these “Terms”) are the only Terms which govern the sale of the products and/or services described herein (collectively “Product(s)”), and is expressly conditioned upon Buyer’s acceptance of these Terms. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. Acceptance hereof shall occur when Buyer in writing, by electronic transmittal or otherwise orders any of the Product(s), or authorizes Seller to perform any of the work. This document constitutes the entire agreement between Seller and Buyer.

2. QUOTATIONS. Quotes by Seller are subject to: (i) acceptance within thirty (30) days from date issued by Seller, unless otherwise noted and are subject to change in price or other particulars by Seller upon notice to Buyer and (ii) tool/mold inspection when a tool has been outside of the control of Seller in order to determine appropriate condition and design.

3. DELIVERY OF PRODUCT(S)

3.1 Delivery. All Products are sold F.O.B. shipping point (Domestic) and EXW shipping point (International) (Incoterms 2020). Risk of loss transfers to Buyer upon Seller’s shipment of the Product(s) via Buyer’s specified carrier. Seller shall not be liable for any delays, loss or damage in transit.

3.2 Claims. Claims for error in quantity, weight or Product(s) not meeting mutually agreed upon specifications, must be communicated to Seller, in writing, within thirty (30) days after shipment of the Product(s) by Seller; and Seller will not be responsible for: (i) any claims not reported within that period, (ii) any Product(s) altered or defaced in any way or if any additional operations have been performed and (iii) any liability other than the replacement, rework of or credit for non-conforming parts per **Section 9.1** below.

3.3 Quantities and Weights. Unless specifically agreed to the contrary, the quantity or weights specified on the order are deemed to be approximate and the Seller is permitted to over or under ship up to ten percent (10%) of the amount indicated on such order.

4. RIGHT TO CHANGE

4.1 Engineering Change Orders. Seller may suggest various material and design options to the Buyer for consideration, but the authority, responsibility and liability rests with the Buyer as to the selection and final decision for the Product(s).

4.2 Changes. Changes in the work to be performed hereunder may be made only by authority of Buyer’s instructions and written acceptance by the Seller. Any changes in scope, drawings, materials, specification or design of the parts, units, tools or fixtures which affect costs will call for re-pricing. If work has been started Seller shall be paid in full for work already performed. Seller similarly reserves the right to re-price if changes involve an increase or decrease in the quantities due or in the time required for performance under the order.

4.3 Obsolete/Unusable Inventory. In the event a Product change result in obsolete or unusable inventory (on hand or committed to by Seller), Buyer shall be responsible for any obsolete/unusable raw materials, work-in-progress, components, packaging, and finished Products (whether in inventory or on order) resulting from such change.

5. TERMINATION

5.1 Termination for Convenience. Seller has the right, within a thirty (30) day written notice to Buyer, to terminate for convenience any of its commitments described on the face hereof, without liability.

5.2 Termination for Breach. Either party may terminate for a material breach provided the non-breaching party has given thirty (30) days written notice and such breach remains uncured at the expiration of such notice period.

5.3 Obligation upon Termination. Seller shall: (i) promptly cease all work in progress, (ii) promptly notify any subcontractors to stop work, (iii) await instructions from Buyer as to how to conduct itself during the thirty (30) days following notice, and (iv) perform any manufacturing activities requested by the Buyer provided such requests are for manufacturing activities that, except for the termination, would have been within the scope of the agreement, and provided such request can be completed within said thirty (30) days.

5.4 Obligation upon Termination/Cancellation. Upon termination, Buyer shall be liable for the cost of all finished Product(s) and for the cost Seller incurred in the performance of its obligations prior to the effective

date of termination, including but not limited to the cost of work-in-progress, components, packaging and raw materials held by or committed to by Seller. For the avoidance of doubt, raw materials, components, and packaging include but are not limited to long lead items, minimum buy items, items held in inventory by Seller and non-cancelable or non-returnable materials on order by Seller.

6. PRICING/TERMS OF PAYMENT.

6.1 Pricing. Buyer shall purchase the Product(s) from Seller at the prices (the "Prices") set forth in Seller's quotation or bid. Such quotation or bid shall not to exceed a one (1) year timeframe. The purchase Price of the Product is exclusive of any additional costs that are outside of the manufacturing process such as shipping, taxes, import/export fees and insurance or fees or charges whatsoever imposed by any governmental authority, which, if applicable shall be the responsibility of Buyer.

6.2 Payment - Manufacturing. Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice; unless otherwise stated on a Seller Quote. Invoices will be generated based on date of shipment from Seller's location. Buyer shall make all payments hereunder in US dollars.

6.3 Payment – Development Services. Payments shall be due and payable upon receipt of invoice. Invoices will be generated by milestones stated in the quote. Buyer shall make all payments hereunder in US dollars. Development services can include but are not limited to; Non-recurring engineering services, consulting services, validation, etc.

6.4 Payment - Capital Equipment/Tooling. Unless Seller agrees in writing to the contrary, payment for tooling is due upon receipt of invoices based on milestones stated on quotations. Buyer shall make all payments hereunder in US dollars. In the event Buyer orders a revision after substantial progress on the tool, payments shall continue to be due and payable according to the amounts and the schedule for completion which were quoted prior to the revision. Terms for the revision shall be independent and as separately quoted. Seller will submit sample parts to Buyer when being produced from a stable process and reasonably meeting functional requirements. Capital Equipment and Tooling can included but are not limited to; Tooling design and mold build, assembly equipment, spares, controllers, end of arm tooling, etc.

6.5 Late Payments. A service charge of one and one half percent (1.5%) per month or the highest rate permissible under applicable law, may be charged by Seller and shall be payable by Buyer on all past-due amounts. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. If, in the judgment of Seller, the financial condition of Buyer does not justify the continuance of production or shipment on the terms of payment specified, Seller may require full or partial payment in advance, and if not promptly paid, Seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges (as defined in **Section 5.4** of these Terms).

6.6 Related Costs and Commitments.

6.6.1 Seller may request an increase in purchase Price if the specific raw material, component, packaging, or other directly related costs increase by three percent (3%) or greater by providing Buyer with written notice of the amount of the requested increase and supporting justification. Pricing adjustments shall be effective immediately for shipments occurring after such adjustments have been communicated to Buyer.

6.6.2 Seller also reserves the right to adjust pricing for Product(s), work-in-progress, raw material, components, packaging, etc. cost increases on purchase orders with deliveries exceeding ninety (90) days from the purchase order date.

6.6.3 Buyer shall be liable for any and all non-recurring charges (e.g. Buyer requests, changes, consulting services, quality, tooling, etc). Pricing on all non-recurring activities shall be mutually agreed upon prior to performance.

6.6.4 Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

6.7 Third Party Purchasers. If requested by Buyer and upon mutual agreement, Seller may drop ship Product to a third party purchaser identified by Buyer under the pricing and terms set forth herein. Seller will invoice such third party purchaser and look solely to the third party purchaser for payment. However, if such third party purchaser fails to pay for Product(s) shipped by Seller, Buyer shall be responsible for such payment.

7. TOOLING, MOLDS AND OTHER PROPERTY.

7.1 Insurance. Buyer shall maintain insurance on all Buyer molds, dies, tools, fixtures or other property (hereinafter "Buyer Equipment") located at Seller's facility.

7.2 For Seller Manufactured Buyer Equipment: Seller shall, during the Buyer Equipment warranty period, as stated on the applicable quote, provide routine maintenance and general calibration on all Buyer Equipment located at Seller's facility.

7.3 For Buyer Supplied Equipment: Buyer Equipment shall be calibrated and maintained by Seller at Buyer's expense.

7.4 Equipment Repairs. Buyer shall be responsible for any repairs to the Buyer Equipment not caused by Seller's gross negligence.

7.5 Return of Buyer Equipment. Upon Buyer's request and as long as all non-disputed invoices have been paid, Seller shall return all Buyer Equipment in good repair, normal wear and tear excepted, to Buyer at Buyer's direction and expense.

7.6 Miniature and Micro Equipment. If in the judgment of Seller, such Buyer Equipment contains (or includes) proprietary ideas (or devices) of Seller, Seller reserves the right to refund the purchase price of the tool less engineering charges to Buyer rather than surrender such tool. Notwithstanding the statements in this **Section**, because of the proprietary nature of Seller's processes and the prototypes regarding mini and micro, mini and micro molds and tooling shall remain the exclusive property of Seller.

7.7 Capital Recovery Costs. In the event that it is mutually agreed that either party shall incur capital expenses for equipment for exclusive use on Buyer's Product as part of a cost savings effort, the acquiring party shall be entitled to recover its costs for such equipment from any cost savings before the other party is entitled to share in such cost savings and shall retain ownership after recovery of its costs. Buyer shall have the option to make any such capital purchases at its expense, in which event the equipment shall be considered to be Buyer's Equipment, subject to the provisions of this Agreement.

7.8 Utilization. Buyer acknowledges and agrees that Seller has invested in capital items for the manufacturing of the Products (the "Capital Items"). If, through no breach of this Agreement or the Quality Agreement by Seller, Buyer's firm orders of the Products are of such a low quantity (relative to the forecast) that result in Seller being forced to idle one or more of the Capital Items, the Buyer shall reimburse Seller its reasonable costs for carrying such idle capacity (including molding machines, ancillary equipment, etc. specific to Buyer's Product line). The calculation of idle space shall be done at the cost of One Hundred Dollars (\$100.00) per square foot basis (which covers such costs as rent, insurance, property taxes, etc.). The monthly fee shall be determined based One Hundred Dollars (\$100) x total square feet (annual fee), divided by twelve (12) (i.e., \$ cost per month).

7.9 Return of Inactive/Obsolete Inventory and/or Buyer Equipment and/or Storage Fees.

"Inactive" means Inventory and/or Buyer Equipment not utilized for production orders or manufacturing of the Product for a period of three (3) months or greater.

"Inventory" means work-in progress, Product, raw materials, components, packaging, etc. held by or committed to by Seller.

Return of Inactive/obsolete Inventory and Buyer Equipment held by Seller may, at Seller's determination, be shipped to Buyer, at Buyer's expense which includes the price of the Inventory, Buyer Equipment (if not already paid), and/or applicable shipping costs.

Storage Fees. If such Inactive/obsolete Inventory and Buyer Equipment are not immediately shipped per Buyer's request, Seller shall have the right to institute a storage fee on such items. Seller shall invoice Buyer for such costs monthly, with payments due upon receipt.

8. Intellectual Property Warranty and Infringement.

8.1 Non-Infringement. Seller represents and warrants that the manufacturing process used to produce the Product(s) by Seller, will not infringe or violate the patent, copyright, or other property or proprietary rights of any third party, except that the warranty in this **subsection** does not apply to any infringement or violation resulting from specifications and other products or components provided or directed for use by Buyer.

8.2 Indemnity. Seller shall give Buyer notice of any claim or allegation that would implicate the covenants, representations, or warranties under this **Section 8** as soon as possible but in no event more than thirty (30) days after receipt of such claim or allegation. Within the provisions of **Section 8.1**, Seller shall defend, indemnify and save harmless Buyer from all damages, costs and expenses (including attorney fees) related to the manufacturing processes utilized by Seller to produce Products if such processes infringe a patent or other intellectual property right of any third party. Buyer shall provide notice to Seller of such claim no more than thirty (30) days after receipt of such claim, provided, that, if Buyer fails to notify Seller within thirty (30) days, Seller's obligation to defend, indemnify and save harmless Buyer shall be reduced only to the extent Seller is prejudiced by the delay beyond thirty (30) days. If the use of any Products is enjoined due to an alleged patent infringement by Seller's use of patented manufacturing processes, at Buyer's option,

Seller shall at its expense and as a priority, work to either substitute a fully functionally equivalent process (as applicable) not subject to such injunction, modify such process (as applicable) so that it is no longer subject to such injunction, or obtain the right to continue using such process (as applicable) so long as such process meets all Buyer and regulatory requirements.

8.3 Seller's Intellectual Property. Seller shall maintain all rights and ownership including improvements thereto of Seller's trade secrets, manufacturing processes and other Seller intellectual property.

9. LIMITED WARRANTY

9.1 Limited Warranty. Seller warrants that at the time of shipment the Product(s) shipped hereunder conformed to the requirements listed in this Agreement and warrants the Product(s) were manufactured in conformance with the Product(s) mutually agreed upon specifications. Seller warrants that the Product(s) furnished hereunder shall, for a period of thirty (30) days from the date of shipment, be free from non-conformances in materials and workmanship. In the event the Product(s) fail to conform to the foregoing limited warranties, Seller, in its sole discretion, shall either: repair, replace, or refund the purchase Price of the non-conforming Product(s) including applicable reasonable transportation fees incurred to return Product(s) to Seller. THE FOREGOING LIMITED WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES. SELLER MAKES NO OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES ON DESIGN, PERFORMANCE, NON-INFRINGEMENT, AND/OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE.

All non-conforming Product(s) which are covered by the above limited warranty shall be shipped to the Seller. Prior to return of the Product(s), Buyer shall secure a Return Material Authorization (RMA) from Seller. Such RMA will not be unreasonably withheld, conditioned or delayed by the Seller.

9.2 Buyer Equipment Warranty. Buyer Equipment manufactured by Seller shall be warranted per Seller's quotation.

9.3 Consequential Damages. Seller will not be responsible or liable in any way for consequential, indirect, incidental, or punitive damages and/or contingent liabilities, even if Seller has been notified of the possibility of such damages.

10. RECALL. Buyer shall have the right, at any time, to order a recall, in whole or in part, of any of the Products purchased from Seller or any of Buyer devices that contain Products purchased from Seller (hereinafter "**Recall**"). Seller agrees to cooperate fully with Buyer in effecting any such Recall. In the event of a Recall of one of Buyer's medical devices that is attributable to a Product that is not in compliance with the specifications, Seller shall correct any deficiency relating to its manufacturing, packaging, testing, labeling, storing or handling of such Product; shall cause the vendor of any material, component, or sub-assembly incorporated into such Product to do likewise with respect to such material, component, or sub-assembly; and shall, by a mutually agreed upon method by both parties either: (i) replace, at Seller's sole cost and expense, each unit of the Product with a corrected Product within a reasonable period of time (ii) rework or repair such non-conforming Products to meet specification, or (iii) refund the cost value thereof of such non-conforming Product. Seller shall be obligated to pay or reimburse Buyer for replacement cost of the non-conforming Product, manufacturing rework or repair of the non-conforming Product and any associated transportation costs incurred by Buyer as a result of any Recall initiated due solely to a Seller supplied Product that was not in compliance with the specifications during the Warranty Period stated in **Section 9.1** and as a result of Seller's or its subcontractor's performance or non-performance. Seller's maximum liability for Recall shall not exceed the limitation of liability provided for in **Section 11.2** of this Agreement.

11. INDEMNIFICATION.

11.1 Buyer's Indemnification. Buyer agrees to indemnify, defend and hold the Seller harmless against any and all actions, claims, suits, proceedings, expenses, recoveries, and damages of or by third parties, including court costs and reasonable attorney's fees and expenses, to the extent they arise out of, are based on, or are caused by: (i) defects or alleged defects in the design of the Products specifications provided by Buyer, (ii) any allegation or claim that the design for the Product(s), based upon specifications provided by Buyer, infringes upon the intellectual property rights of third parties, (iii) statements, whether written or oral, made or alleged to be made by Buyer or its Affiliates or any third party on the packaging or labeling, advertisement, publicity, promotion, sale, distribution or use of the Product(s); (iv) failure of Buyer to comply with U.S. Export Law; or (v) the willful misconduct or gross negligence of Buyer or any Buyer personnel or agent.

11.2 Seller's Limitation of Liability. ANY AND ALL FORMS OF WARRANTY, RECALL AND/OR INDEMNIFICATION BY SELLER HEREUNDER SHALL BE LIMITED TO THE LESSER OF: 1) 10% OF

THE SHIPMENT VALUE OF THE PRODUCTS ACTUALLY RELATED TO SUCH CLAIM HEREUNDER DURING THE MOST RECENT SIX (6) MONTH PERIOD OR 2) TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).

12. APPLICABLE ACTS, Fair Labor Standards Act of 1938. The Seller agrees to comply with all requirements of the Fair Labor Standards Act of 1938, and all amendments and orders thereto.

13. MILITARY AND GOVERNMENT APPLICATIONS. For components used in military or government applications Seller's obligations shall be based on commercial standards.

14. INSURANCE.

14.1 Buyer Insurance. Buyer shall, at its own expense, maintain in full force and effect insurance during the term of this Agreement with general liability insurance including premises and operations, broad form property damage and personal injury liability coverage with a limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Buyer shall also maintain Product liability Insurance (including Completed Operations) with a limit of not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in aggregate. Such policies shall name the Seller as an additional insured and, upon notice, Buyer shall provide to Seller a certificate of insurance coverage. Buyer shall provide Seller with thirty (30) days written notice of cancellation or termination of any such policy.

14.2 Subrogation. Each of the policies referenced in **Section 14.1** above must include a waiver of subrogation for the benefit of the Seller. Seller insurance shall not be called upon unless, and only to the extent, Seller is found to be legally liable by a jurisdictional court of authority.

15. Inspections.

15.1 Inspection by Buyer. Buyer and its personnel shall have the right, exercisable once per calendar year (or as often as reasonably requested upon the occurrence of a material breach of any of Seller's representations, warranties or covenants hereunder) at a mutually agreed upon time and during normal business hours and as long as Buyer gives Seller at least ten (10) business days advance written notice, to inspect those areas of the Seller facilities where the Products are manufactured for Buyer, to meet with personnel knowledgeable with respect to such manufacturing and to review and audit the pertinent non-proprietary records relating to the manufacturing and quality control of the Products and components, in order to ensure Seller's compliance with these Terms. If any additional audits are required by Buyer or any of Buyer's affiliates, a service fee for such additional audits may be quoted to Buyer by Seller. Such service fee shall be paid by Buyer prior to commencement of such additional audits.

15.2 Inspection by Regulatory Authorities. Seller shall also make the Seller facilities available for inspection by representatives of Governmental Authorities in compliance with all applicable laws. Seller shall notify Buyer as soon as reasonably possible of receipt of any notice or any other indication whatsoever of any FDA or other Governmental Authority inspection, investigation or other inquiry, or other notice or communication from any Regulatory Authority, involving the Products, and/or raw materials or components used to manufacture the Products. To the extent such inspection, investigation or other inquiry concerns any Seller facilities containing Buyer Products or could otherwise negatively affect any of the foregoing, Seller shall allow, upon Buyer' request, a representative of Buyer to be present during the applicable portions of any such inspection, investigation or other inquiry. All such Buyer representatives must be subject to a confidentiality agreement before entering Seller's facility. Seller shall discuss with Buyer any response to observations and notifications received in connection with any such inspection, investigation or other inquiry and shall (if allowed by such regulatory body), give Buyer an opportunity to comment upon any proposed response before it is made.

16. CONFIDENTIAL INFORMATION

16.1 Definition. "Confidential Information" shall mean all information or property disclosed or given by Seller to Buyer, specifically including, but not limited to, information relating to the Product(s), technology and ideas of Seller. "Confidential Information" shall also mean any and all information related to the particular business arrangements, including but not limited to: pricing, quantities, capabilities, capacity, manufacturing processes and know-how, and terms of sale and delivery for those Product(s) provided to Buyer. Notwithstanding the foregoing, Confidential Information shall not include information or property which Buyer can demonstrate (i) is now in the public domain or later publicly available through no fault of Buyer, (ii) was already in Buyer's possession or known to Buyer prior to receipt of the same, (iii) was rightfully obtained by Buyer from sources other than Seller; or (iv) is independently developed by Buyer without use or reference to Seller's Confidential Information; provided, however, that a combination of features shall not be in the above exceptions merely because the individual features of the combination are in the public

domain or in Buyer's possession but only if the combination itself and its principal operations and applications are in the public domain or in Buyer's possession.

16.2 Use of Confidential Information. Buyer agrees to i) hold confidential (and cause their officers and employees to hold confidential), and not to disclose to any person or entity, without the prior written consent of Seller, all Confidential Information; ii) use such Confidential Information only for the purpose of the manufacturing relationship and for no other purposes whatsoever, except with the prior written consent of Seller; and iii) return to Seller or destroy all Confidential Information (including all copies thereof) within 30 days after receipt of a written request to do so from Seller.

16.3 Ownership. All Confidential Information furnished or disclosed by the Seller to the Buyer is and shall be considered for all purposes to be the property of the Seller and/or its customers and the Buyer shall have no right, title or interest in or to any of the Confidential Information. Nothing in this Agreement is intended to grant or transfer any rights to either party under any patent, copyright or other intellectual property right of the other party.

16.4 Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

17. FOR DESIGN SERVICES BY SELLER

17.1 Patents Infringement. Buyer will indemnify Seller and hold Seller harmless against any loss, cost, liability, or expenses (including reasonable attorney costs) resulting from infringement or claimed infringement of patents or trademarks resulting from Seller's manufacture of Product(s) to Buyer's specifications, whether the claim is upheld or not.

17.2 Approval, Patents and Copyrights. Buyer shall review and approve all plans, drawings, sketches, renderings, diagrams specifications, models and prototypes prepared for Buyer by Seller. Such approval shall constitute Buyer's warranty and representation to Seller that no design work or Buyer's Product(s) produced by Seller for Buyer infringes upon any patent, copyright or trade secret. Buyer acknowledges that Seller is relying upon Buyer's representations herein and that Seller has not made and is not obligated to make any independent inquiry or investigation. Seller neither warrants nor represents that any Product(s) hereunder may be patentable or copyrightable.

17.3 Confidential Information. Any sketches, models, or sample submitted by Seller to Buyer shall remain the confidential property of Seller unless or until Buyer has paid Seller in full for the same. Buyer shall not use or disclose, or permit any other person to use or disclose, any sketches, models or samples for which Buyer has not paid Seller in full, and in any case, shall not reveal Seller's propriety design and/or production techniques revealed thereby or inferable therefrom.

18. Miscellaneous.

18.1 Force Majeure. Seller shall be under no liability for failure to make shipments where such failure to ship may be due to: war, declared or not, fires, strikes, accidents, acts of God, pandemic or epidemic, labor or transportation difficulties, inability to obtain deliveries of material, action of any State, Federal or local government or other causes beyond its reasonable control. Seller shall give Buyer notice that an event of force majeure has occurred and the date of such event as soon as practicable. Buyer agrees to accept any delayed shipment where such delay may be due to events beyond Seller's reasonable control, including, but not limited to: those events already described in this Paragraph, delay in or absence of receipt of necessary instructions from Buyer, or changes in the work to be performed.

18.2 Assignment. Neither party is entitled to assign its rights and obligations hereunder without the prior written consent of the other party. Neither party shall be entitled to assign its rights and obligations hereunder without the prior written consent of the other party; provided, however, that both parties shall be entitled, without the prior written consent of the other party, to assign its rights and obligations hereunder (i) to an Affiliate, but such assignment to such Affiliate shall not relieve either party of any of its obligations hereunder, or (ii) in connection with a sale, sublicense, transfer or assignment of all or substantially all of the assets or rights relating to the their (product or business). A party shall provide notification of such assignment. No permitted assignment hereunder shall be deemed effective until the assignee shall have executed and delivered an instrument in writing reasonably satisfactory in form and substance to the other party pursuant to which the assignee assumes all of the obligations of assigning party hereunder. Any purported assignment of this Agreement in violation of this **Section** shall be void. This Agreement shall be binding upon the successors and permitted assigns of the parties and the name of a party shall be deemed to include the names of its successors and assigns.

18.3 Entire Agreement, Modifications. The parties hereto acknowledge that these Terms sets forth the entire agreement and understanding of the Parties hereto and supersedes all prior written and/or oral agreements as to the subject matter hereof, and shall not be subject to any change or modification except by written agreement signed by an authorized representative of the Parties hereto.

18.4 Waiver. No waiver by either Party of any default of the other Party will be held to be a waiver of any other or subsequent default. No waiver shall be effective unless it is in writing and is signed by the Party against which it is asserted.

18.5 Compliance with U.S. Export Law. The parties acknowledge that any Product(s), software, and technical information (including, but not limited to, services and training) provided under this Agreement may be subject to U.S. export laws and regulations, which may restrict the use or transfer of the Product(s), software, or technical information. Each party agrees that any use or transfer of the Product(s), software, or technical information (even if incorporated into other Product(s)) must be in compliance with U.S. export regulations. It is further acknowledged, Buyer shall be responsible for all U.S. export compliance of the Product(s), software and technical information. Seller shall assist Buyer, as reasonably requested.

18.6 Governing Law. This Agreement is made under, and shall be construed according to the laws of the State of Delaware, without regard to the conflicts of law principal thereof. Any and all disputes between the parties arising out of or related to this Agreement shall be heard in the state and federal courts located in the State of Delaware and the parties hereby consent and submit to the jurisdiction of such court.

CONFIDENTIAL