TERMS AND CONDITIONS OF SALE

1. **Entire Agreement; Amendment:** These Terms and Conditions of Sale (these "**Terms**") apply to the sale of products, including, without limitation, CEESiGuard (the "**Goods**") by CEESmaRT, L.L.C., doing business as C-SMART ANALYTICS ("C-SMART ANALYTICS"), ("**Seller**") to the purchaser (the "**Purchaser**") identified in the accompanying proposal, quote, purchase order, or invoice, as appropriate (the "**Sales Confirmation**") or the performance of services (the "**Services**") by Seller for Purchaser. The definition of "Services" hereunder does not include the use by Purchaser of Seller's proprietary, cloud-based software application, CEESiNet (the "**Software**"). The use of the Software is governed by the terms and conditions of the Software as a Service Agreement provided to you together with these terms (the "**SaaS Agreement**", and together with the Sales Confirmation and these Terms, the "**Agreement**"). To the extent that the terms of the SaaS Agreement and these Terms conflict, the terms of the SaaS Agreement prevail. All sales of Goods or Services by Seller to Purchaser are be subject to the terms of the Agreement, as supplemented by the quantities and desired delivery dates (such quantities and desired delivery dates, the "**PO Quantity and Delivery Terms**") set forth in purchase orders provided by Purchaser and accepted by Seller. The terms of the Agreement, as so supplemented by the PO Quantity and Delivery Terms, constitute the entire agreement between the Parties as to each and all sales of Goods and Services. Notwithstanding any acceptance by Seller of a purchase order from Purchaser, no additional or different terms set forth in Purchaser's purchase order, portal, website, or other communication or correspondence previously or hereafter provided by Purchaser to Seller will be of any force or effect in connection with any sales of Goods or Services by Seller to Purchaser, even if (i) in the case of Purchaser's portal or website, use thereof requires an affirmative "acceptance" of such terms before access is permitted or (ii) Seller "clicks to accept" or otherwise accepts a purchase order from Purchaser that purports to incorporate Purchaser's standard terms of purchase or any other terms and conditions, except as expressly contemplated hereby with respect to the PO Quantity and Delivery Terms. No change or modification to the Agreement will be effective unless it is in writing and manually signed by both the Seller and Purchaser.

2. **Price; Taxes; Expenses:** Purchaser will purchase the Goods or Services from Seller at the prices set forth in the Sales Confirmation. Seller's prices are quoted in US$ and do not include sales, use, or other taxes. Purchaser will be responsible for all such taxes and any and all other fees and charges related to the Goods or Services, including import and export customs fees; provided, that, Purchaser will not be responsible for any taxes imposed on, or with respect to, Seller's income. The taxes for which Purchaser is responsible hereunder will be billed separately to Purchaser, unless Purchaser provides Seller with a valid tax exemption certificate acceptable to taxing authorities prior to delivery of the Goods or performance of the Services. Purchaser will take no action that would or might confer "permanent establishment" or any equivalent status (as defined in any applicable law or tax treaty) on Seller in any country or otherwise subject Seller to taxation in any country. Purchaser agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.

3. **Payment:** Unless otherwise set forth in the Sales Confirmation, payment terms are NET 30 days from date of invoice. Purchaser agrees to pay interest on all past due invoices at a rate of 18 percent per annum or at the highest allowable rate by law. Further, Seller may suspend the delivery of any Goods or performance of Services if Purchaser fails to pay any amounts when due and the failure continues for five (5) days following Purchaser's receipt of notice thereof. Purchaser may not withhold payment of any amounts due and payable as a set-off of any claim or dispute with Seller.

4. **Changes:** Seller reserves the right to alter, modify, or redesign its Goods without any obligation to replace items previously delivered to Purchaser. If either party wishes to change the scope or performance of the Services, it will submit details of the requested change to the other party in writing. Seller will, within a reasonable time after such request, provide a written estimate to Purchaser of: (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) the likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of the Sales Confirmation. Promptly after receipt of the written estimate, the parties will negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party will be bound by any Change Order unless mutually agreed upon in a writing manually signed by both parties. Notwithstanding the foregoing, Seller may, from time to time, change the Services without the consent of Purchaser provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

5. **Purchaser's Obligations:** Purchaser will: (i) cooperate with Seller in all matters relating to the Services and Goods and provide such access to Purchaser's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services or otherwise performing Seller's obligations under the Sales Confirmation; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Seller to perform Services or deliver the Goods in accordance with the requirements of the Agreement; and (iii) provide such Purchaser materials or information as Seller may reasonably request in a timely manner to carry out the Services or deliver the Goods and ensure that such Purchaser materials or information are complete and accurate in all material respects.

6. **Delivery:** Seller will use commercially reasonable efforts to meet any performance or delivery dates specified in the Sales Confirmation, it being understood that any such dates are estimates only. Seller will not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in the Sales Confirmation, Seller will deliver the Goods EXW Seller's loading dock (as the latter shipping term is defined in *Incoterms 2010)* ("**Delivery Point**") using Seller's standard methods for packaging such Goods. Purchaser will take delivery of the Goods within one (1) day after Seller's written notice that the Goods have been delivered to the Delivery Point. Purchaser will be responsible for all loading and shipping costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. Seller may, in its sole discretion, without liability or penalty, make partial delivery of Goods to Purchaser. Each delivery will constitute a separate sale, and Purchaser will pay for the units delivered whether such delivery is in whole or partial fulfillment of Purchaser's purchase order. Title to, and risk of loss of, or damage to, the Goods passes from Seller to Purchaser upon Seller's delivery of the Goods at the Delivery Point. If for any reason Purchaser fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods will pass to Purchaser; (ii) the Goods will be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Purchaser picks them up, and Purchaser will be liable for all related costs and expenses (including, without limitation, storage fees charged by Seller or a third party and insurance costs). Purchaser is responsible for any and all licenses and consents associated with shipment of goods or export of technical information and will provide any such required approvals/licenses to the Seller prior to delivery.

7. **Force Majeure; Purchaser's Acts or Omissions:** Seller will not be liable for any failure to perform, or delay in the performance of, its obligations under the Agreement if prevented to do so by a cause beyond Seller's reasonable control and without the fault or negligence of Seller. Without limiting the generality of the foregoing, such causes include acts of God, the public enemy, fires, floods, storms, epidemics, earthquakes, riots, civil disobedience, war or war operations, or restraint of government. Further, if Seller's performance of its obligations under the Agreement is prevented or delayed by any act or omission of Purchaser or its agents, subcontractors, consultants or employees, Seller will not be deemed in breach of its obligations under the Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Purchaser, in each case, to the extent arising directly or indirectly from such prevention or delay.

8. **Inspection; Rejection of Goods:** "**Non-Conforming Goods**", as used in these Terms, means only that the Goods delivered differ from the specifications set forth in the Sales Confirmation. Purchaser will inspect the Goods within five (5) days following delivery thereof (the "**Inspection Period**"). Purchaser will be deemed to have accepted the Goods unless it notifies Seller in writing of any Non-Conforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. At Seller's request, Purchaser will dispose of the Non-Conforming Goods, or return them to the Seller at Seller's expense. If Purchaser timely and properly notifies Seller of Non-Conforming Goods, and provided Seller agrees with Purchaser's assessment of such non-conformance, Seller will, after receiving evidence of disposal of the Non-Conforming Goods or after receiving the Non-Conforming Goods (as the case may be) (i) replace the Non-Conforming Goods with conforming Goods, or (ii) credit or refund the purchase price for the Non-Conforming Goods, together with any reasonable shipping and handling expenses incurred by Purchaser in connection therewith, whichever remedy Seller elects in its sole discretion to provide. **PURCHASER ACKNOWLEDGES AND AGREES THAT THE REMEDY SET FORTH IN THIS SECTION 8 IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY, AND SELLER'S SOLE AND EXCLUSIVE LIABILITY, FOR THE DELIVERY OF NON-CONFORMING GOODS.** Except as provided in this Section 8 and Section 9, all sales of Goods are final, and Purchaser has no right to return Goods purchased under the Agreement.

9. **Limited Warranty:**

(a) *Warranty as to Goods.* Seller warrants to Purchaser that, for a period of one (1) year from the date of delivery of the Goods ("**Warranty Period**"), such Goods will conform to the specifications set forth in the Sales Confirmation and will be free from material defects in material and workmanship.

(b) *Warranty as to Services.* Seller represents and warrants to Purchaser that it will perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

(c) *Disclaimer of Warranties.* **EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 9(a) AND 9(b), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; AND (v) ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(d) *No Warranties for Third Party Products*. Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 9(a). For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; AND (v) ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(e) *Exclusion from Warranty Remedies.* Seller will not be liable for a breach of the warranties set forth in Section 9(a) or Section 9(b) unless: (i) Purchaser gives written notice of the defective Goods or Services, as the case may be, reasonably described, to Seller within 10 days after the date on which Purchaser discovers or ought to have discovered the defect; (ii) for Goods, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 9(a) to examine such Goods, either at Purchaser's site or Purchaser will (if requested to do so by Seller) return such Goods to Seller's facility for the examination to take place there; and (iii) Seller reasonably verifies Purchaser's claim that the Goods or Services are defective. Seller will not be liable for a breach of the warranty set forth in Section 9(a) where Goods (1) have been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Seller; (2) have been reconstructed, repaired, or altered by persons other than Seller or its authorized representative; or (3) have been used with any third party product or hardware that has not been previously approved in writing by Seller. Purchaser will be responsible for the cost of any labor required by Purchaser or third parties to assist Seller's in performing the first diagnosis or any simple part replacement. The warranty remedies described herein are available only to the original purchaser and are contingent upon maintenance of a safe and suitable site.

(f) *Sole and Exclusive Remedy.* Subject to Section 9(e), with respect to Goods determined by Seller to be defective during the Warranty Period, Seller will either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods (or the defective part) at the pro rata contract rate, whichever remedy Seller elects to provide in its sole discretion. If Seller so requests, Purchaser will return such defective Goods to Seller. Subject to Section 9(e), with respect to Services determined to be defective, Seller will (1) re-perform the applicable Services or (2) credit or refund the price of such Services at the pro rata contract rate, whichever remedy Seller elects to provide in its sole discretion. **THE REMEDIES SET FORTH IN THIS SECTION 9(f) WILL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY OR OTHER DEFECT OR DEFICIENCY IN THE GOODS OR SERVICES.**

(g) *Delivery Terms for Warranty Repair:* Purchaser will deliver at its own expense any Goods or parts to be repaired or examined by Seller hereunder (the "**Repaired Products**") to the Seller's facility designated by Seller, with risk of loss passing to Seller upon receipt thereof by Seller at Seller's facility. The Repaired Products will be re-delivered by Seller to Purchaser EXW the Delivery Point in accordance with Section 6, with risk of loss passing to Purchaser upon delivery by Seller of the Repaired Goods at the Delivery Point. Any Repaired Products not picked up within 60 days following the completion of the work will become the sole property of Seller.

10. **Limitation on Liability:**

(a) *Limitation on Damages.* **IN NO EVENT WILL SELLER BE LIABLE TO PURCHASER OR ITS REPRESENTATIVES, EMPLOYEES, OFFICERS, DIRECTORS FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER**

SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE.

(b) *Aggregate Liability*. **IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, THE GOODS OR SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER BY PURCHASER FOR THE GOODS AND SERVICES SOLD HEREUNDER DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE LIABILITY AROSE.** The limitation of liability set forth in this Section 10(b) shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from a defect in the Goods.

(c) *Timing of Actions*. Notwithstanding any contrary statute of limitations, any cause of action for any alleged breach of the Agreement by Seller will be barred unless commenced by Purchaser within one (1) year from the date of the alleged breach.

11. **Indemnification:** Purchaser will indemnify, defend and hold harmless Seller and its parent company, their respective subsidiaries, affiliates, successors, and assigns and their respective directors, officers, shareholders, and employees from and against any loss, personal injury, death, damage to or loss of property, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, fees, or expenses (including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers) arising out of or occurring in connection with: (i) Purchaser's use of the Goods and Services, (ii) Seller's performance of Services, (iii) Purchaser's breach of the Agreement, or (iv) any negligence or willful misconduct of Purchaser.

12. **Cancellation:** Any order made hereunder may only be cancelled in whole or in part by Purchaser upon thirty (30) days advance written notice.

13. **Termination:** In addition to any other remedies Seller may have, Seller may terminate the Agreement with immediate effect and without liability, upon written notice to Purchaser, if Purchaser: (i) fails to pay any amount when due under the Agreement and the failure continues for five (5) days after Purchaser's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with the terms of the Agreement, in whole or in part, including anticorruption, bribery and similar laws or regulatory or legal compliance requirements; or (iii) becomes insolvent, files a petition for bankruptcy, or commences (or has commenced against it) proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

14. **Effect of Termination or Cancellation:** Seller shall be entitled to be paid for all work satisfactorily performed as of the date of termination and all obligations which are intended to survive shall survive. All Confidential Information shall be returned to the disclosing party together with a written confirmation that all copies of Confidential Information are no longer in the possession of the receiving party.

15. **Compliance with Law:** Purchaser will comply with all applicable laws, regulations and ordinances, including anticorruption, bribery and similar laws or regulatory or legal compliance requirements. Purchaser will maintain in effect all the licenses, permissions, authorizations, consents, and permits that are necessary for the delivery of the Goods or performance of the Services under the Agreement. Purchaser will comply with all export and import laws of all countries that are involved in the sale of the Goods or performance of Services under the Agreement. Purchaser assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate the Agreement without liability if any governmental authority imposes antidumping or countervailing duties or any other penalties on the Goods or Services. Without limiting the foregoing, Purchaser agrees and warrants that in the performance of its obligations under the Agreement or its use of the Goods and Services, Purchaser will not take any action which will render Seller liable for a violation of the U.S. Foreign Corrupt Practices Act including any similar anti-corruption law or legislation, codes, rules, policies and regulation which prohibit a party from paying, offering, promising or giving anything of value to any employee or official to influence any act or decision by such person or by any government body for the purpose of obtaining, retaining or directing business or securing an improper advantage thereto in any way related to this Agreement. Violation of this Section by Purchaser will give Seller with the immediate right to suspend or terminate the Agreement with no liability to Seller.

16. **Export:** The sale of the Goods by Seller to Purchaser is contingent upon Purchaser's successful completion of all applicable export requirements. Regardless of any disclosure by Purchaser to Seller of the ultimate destination of the Goods, Purchaser will not export directly or indirectly any Goods without first obtaining written authorization from Seller and obtaining an export license from the Department of Commerce or other agency of the United States Government as required. Purchaser warrants that it will not use any Good in any activity related to the proliferation of chemical or biological weapons, nuclear explosive devices or missiles, or

any activity prohibited by the Export Administration Regulations administered by the U.S. Department of Commerce and the International Traffic in Arms Regulations administered by the U.S. Department of State.

17. **Governing Law; Disputes:** All matters arising out of or relating to the Agreement are governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Colorado. **IN NO EVENT WILL THIS AGREEMENT OR ANY TRANSACTIONS HEREUNDER BE GOVERNED BY THE PROVISIONS OF THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, WHICH IS HEREBY EXPRESSLY DISCLAIMED.** All disputes and claims between the parties which may arise out of or in connection with the Agreement shall be settled by good faith negotiation between an executive level representative of each party. If the parties are nonetheless unable to reach agreement, such dispute shall be resolved by binding arbitration. The arbitration shall be administered by the American Arbitration Association according to its rules of Commercial Arbitration then in force. The arbitration shall take place in Loveland, Colorado, before a panel of three arbitrators. The language to be used in the arbitration shall be English. Judgment upon the award of the arbitrator may be entered in any court of competent jurisdiction.

18. **Waiver:** No waiver by Seller of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure by Seller to exercise, or delay by Seller in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. Except as expressly provided herein, no single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. **Confidential Information:** All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with the Agreement is the confidential information of Seller ("**Confidential Information**"). Purchaser will not use the Confidential Information except and only to the extent necessary to perform its obligation under the Agreement. Purchaser will not disclose or copy the Confidential Information unless authorized in advance by Seller in writing. Upon Seller's request, Purchaser will promptly return all Confidential Information to Seller. Seller will be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Purchaser at the time of disclosure as evidenced by contemporaneous written records; or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

20. **No Proprietary Rights in Goods:** Purchaser hereby specifically acknowledges and agrees that it does not have, nor will it claim to have, any proprietary rights in the Goods or the intellectual property therein. Any inventions or improvements to the Goods or any proprietary right therein will be owned by Seller. The Goods are offered for sale and are transferred to Purchaser for use only in the United States unless otherwise specifically indicated in the Sales Confirmation, and only for the specific purposes for which they are sold. In every case, such sale or offer for sale of a Good is subject to the condition that such sale does not convey any license, expressly or by implication, estoppel or otherwise, of any rights in any patent, copyright, or other intellectual property right relating to the Good, except for the implied right to use the Good for its intended purpose. Purchaser may not use Seller's trade name or any of Seller's trademarks relating to the Goods or otherwise. Purchaser will not: (i) take any action that may interfere with any of Seller's intellectual property rights, including Seller's ownership or exercise thereof; (ii) challenge any right, title, or interest of Seller in or to Seller's intellectual property rights; (iii) make any claim or take any action adverse to Seller's ownership of Seller's intellectual property rights; (iv) register or apply for any registrations, anywhere in the world, for Seller's trademarks or any other trademark that is similar to Seller's trademarks or that incorporates Seller's trademarks in whole or confusingly similar part; (v) use any mark, anywhere in the world, that is confusingly similar to Seller's trademarks; (vi) engage in any action that may disparage, dilute the value of, or reflect negatively on the Goods, Services or Software purchased or sold by Purchaser under the Agreement; or (vii) alter or obscure, or remove any of Seller's trademarks or trademark or copyright notice or any other proprietary rights notices placed on the Goods or embedded in Software, or on any marketing materials, or other materials that Seller may provide. Purchaser may not modify, alter, replace, reverse engineer, make additions to, or otherwise change the Goods.

21. **SaaS Agreement:** Purchaser acknowledges and agrees that Purchaser must have an active subscription to the Software to use the Goods. Purchaser hereby agrees to, and agrees to be bound by, the terms and conditions of the SaaS Agreement.

22. **Designs and Tools:** Any design work performed by Seller, and any dies, molds, jigs or other tools that Seller manufactures or acquires, in connection with its performance hereunder will be and remain the sole property of Seller, notwithstanding any charges to Purchaser therefor. Any such charges convey to Purchaser the right

to have the designs, dies, molds, jigs and/or other tools used by Seller for performance hereunder, but do not convey title or right of possession or any other right.

23. **Assignment:** Purchaser will not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Purchaser of any of its obligations under the Agreement. All the terms and provisions of the Agreement will be binding upon, will inure to the benefit of, and will be enforceable by the respective successors and assigns of the parties.

24. **Relationship of the Parties:** The relationship between the parties is that of independent contractors. Nothing contained in the Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

25. **Non-Solicitation of Employees**. During the term of the Agreement and for a period of one (1) year following the Agreement's termination, Purchaser agrees not to solicit, or make offers of employment to or enter into consultant relationships with any of Seller's employees who have actually provided services to Purchaser, unless otherwise agreed to by Seller; provided that any public recruitment announcement or solicitation resulting in the hire of any such employee will not constitute a breach of this provision.

26. **No Third-Party Beneficiaries:** Unless otherwise expressly provided herein, the Agreement is for the sole benefit of Seller and Purchaser and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.

27. **Notices:** All notices, requests, consents, claims, demands, waivers, and other communications hereunder will be in writing and addressed to the parties at the addresses set forth in the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All notices will be delivered by personal delivery (in such case, notice will be deemed given upon delivery), nationally recognized overnight courier, with all fees pre-paid (in such case, notice will be deemed given two days after deposit with the courier), or facsimile with confirmation of transmission (in such case, notice will be deemed given upon receipt by the notifying party of confirmation of transmission). Except as otherwise provided in the Agreement, a notice is effective only if the party giving the notice has complied with the requirements of this Section.

28. **Severability:** If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

29. **Books and Records:** Purchaser will maintain books, records and accounts of all transactions and activities covered by or relating to the Agreement, the Goods, the Services and the Software and permit full examination and audit of such books, records and accounts by Seller and its representatives upon Seller's request from time to time.

30. **Survival:** Provisions of these Terms which by their nature should survive beyond the term of the Agreement will remain in force after any termination or expiration of the Agreement, including, but not limited to, the following provisions: "Limited Warranty," "Limitation on Liability," "Indemnification," "Compliance with Law," "Export," "Governing Law; Disputes," "Confidential Information," "No Proprietary Rights in Goods," "SaaS Agreement," "Non-Solicitation of Employees," "Books and Records," and "Survival."