

1. Definitions and Scope.

1.1 Definitions. In these Terms (as defined below), "Seller" means EROWA Technology, Inc. d/b/a EROWA System Solutions and "Buyer" means the customer identified on the Quotation to which these Terms are attached. Seller and Buyer are collectively referred to herein as the "Parties" and individually, a "Party". In addition to the terms defined in these Terms, the following terms have the following meanings:

"Affiliate" means an entity that directly or indirectly controls, is controlled by or is under common control with a Party and as used herein, "control", "controls" or "controlled" means: (a) 50% or more ownership or beneficial interest of income or capital of such entity; (b) ownership of at least 50% of the voting power or voting equity; or (c) the ability to otherwise direct or share management policies of such entity.

"Buyer Data" means all data, information or other content and materials transmitted or provided to Seller by Buyer or a third party on behalf of Buyer.

"Documentation" means all Seller user installation guides, data sheets and instruction manuals published and generally made available by Seller to Buyer in writing that relate to the performance conditions and limitations, installation requirements, use limitations and maintenance of the Products and/or Software, including all updates, modifications and changes made thereto by Seller from time to time.

"Intellectual Property Rights" means all inventions (whether patented or not), patent applications and disclosures, patents, design rights, copyrights and copyrightable works, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and trade secrets and all other forms of intellectual property and proprietary rights.

"Product(s)" means any physical good or Software provided by Seller to Buyer and identified in the applicable Quotation or Purchase Order.

"Purchase Order" means an ordering document issued by Buyer to Seller that specifies the Product, Software and/or Service and which is confirmed in writing by Seller in accordance with these Terms.

"Quotation" means a quotation or other proposal for Products, Software and/or Services issued to Buyer by Seller, which is subject to these Terms.

"Service(s)" means any chargeable consulting services, repair services, implementation services, configuration services, technical support services, and/or other professional services provided by Seller to Buyer and identified in the applicable Quotation or Purchase Order, which relates to the Products and/or Software provided by Seller to Buyer, and which are subject to these Terms.

"Software" means the software developed by Seller or licensed to Seller.

"Software Updates" means any Software release intended to fix or correct known problems and which may provide new functionality or features.

"Software Upgrades" means any new version of the Software, which may include revisions, improvements and/or modifications.

"Specifications" means the written design, performance, descriptions, parameters, requirements and other technical specifications of the Product and/or Software expressly set forth in the Documentation, which specifications may be amended or supplemented by Seller in its sole and reasonable discretion.

1.2 Scope of Agreement; Order of Precedence. Sales of Products, Software and/or Services by Seller to Buyer are expressly subject to and conditioned upon the terms and conditions contained in these Terms and Conditions of Sale and any terms set forth in the Quotation, which collectively constitute a sales agreement entered into between Buyer and Seller ("Terms"). In the event of a conflict between these Terms and Conditions of Sale and any Quotation or Purchase Order, these Terms and Conditions of Sale will control. In the event of any conflict between any Quotation and any Purchase Order, the Quotation will control.

2. Orders; Cancellation and Changes.

2.1 Purchase Order. Seller's acceptance of any offer or Purchase Order from Buyer is expressly conditioned on Buyer's consent to these Terms, which are part of and 60175425v3

incorporated in any Purchase Order, irrespective of whether the Purchase Order references these Terms. Any additional or different terms or conditions, or warranties, whether in a Purchase Order or another communication, understanding, or agreement, that in any way purport to modify these Terms are expressly objected to and rejected and will not be binding on Seller; neither Seller's subsequent lack of objection to any terms, nor the delivery of the Products, Software and/or Services, will constitute an agreement by Seller to any such additional or different terms. Buyer is hereby notified of Seller's express rejection of any terms inconsistent with Terms or to any other terms proposed by Buyer. Trade custom, trade usage and past performance are superseded by these Terms, and will not be used to interpret these Terms. Buyer's issuance of a Purchase Order or acceptance of, or payment for, the Products and/or Software when delivered and/or Services when provided will be deemed conclusive evidence of, and constitutes Buyer's acceptance of and assent to these Terms. Buyer's acceptance of any offer (or counteroffer) by Seller is limited to these Terms. A Purchase Order will be deemed accepted by Seller upon Seller issuing a written order confirmation. No Purchase Order will be binding upon Seller until accepted by Seller.

2.2 Cancellations/Changes. Purchase Order cancellations or changes by Buyer require Seller's prior written consent. Without such required consent, a cancellation of or change to the Purchase Order will entitle Seller to all remedies available by law or equity including cancellation costs or increased prices. Seller may cancel a Purchase Order or require full or partial early payment if: (a) the solvency or operation of Buyer is in question, (b) Buyer becomes the subject of any bankruptcy proceedings, (c) there is an appointment of a trustee or receiver for Buyer, (d) Buyer makes an assignment or other arrangement for the benefit of its creditors, or (e) if the Purchase Order conflicts in any way with the corresponding Quotation, or the Buyer requirements on which the Quotation is based are no longer valid or correct, each as determined by Seller in Seller's sole discretion. Any Purchase Order for custom Product canceled by Buyer will only be accepted by prior written consent and return authorization number. Additionally, custom Product cancellations will be subject to a cancellation charge equal to (a) 30% of the purchase price if the cancellation by Buyer occurs more than 30 days before the applicable delivery date therefor or (b) payment of the full purchase price if the cancellation by Buyer occurs less than 30 days before such delivery date. Custom Products are non-returnable. No returns of standard Products are permitted except to the extent expressly preapproved by Seller in writing. Returns of standard Products are subject to a 15% restocking fee and must be unused and in original packaging.

3. Prices, Payment Terms and Taxes.

3.1 Pricing. Buyer will pay Seller according to the prices set forth in the applicable Quotation. All prices are published and/or quoted in United States dollars and are subject to the delivery terms set forth in Section 4.2. All prices are subject to adjustment by Seller at any time for changes in tariffs, economics, exchange rates, engineering standards or codes of practice, or Buyer's volume forecasts, as applicable, or as otherwise provided in these Terms.

3.2 Material Cost Increase. If Seller's production or purchase costs for the Product (including costs of energy, tariffs, equipment, labor, regulation, transportation, raw material or supplies) increases for any reason over Seller's planned costs for the Product as of the date Seller accepted the applicable Purchase Order, then Seller may, by written notice to Buyer of such increased costs, request a renegotiation of the price of the Product under these Terms. If the Parties are unable to agree on a revised Product price within 10 business days after Seller issues such notice, then Seller may terminate any impacted Purchase Order on 10 business days' written notice to Buyer without further liability or obligation.

3.3 Payment Terms. Unless otherwise specified in the Quotation, Buyer will pay Seller for Products, Software and/or Services under each Purchase Order as follows: (a) for Purchase Orders solely for tooling or parts, 100% of the total amount to be paid under such Purchase Order is due within 30 days following Seller's delivery of the first shipment thereunder and (b) for all other Purchase Orders: (i) 30% of the total amount to be paid under such Purchase Order is due upon Seller's confirmation thereof, (ii) 50% of the total amount to be paid under such Purchase Order is due upon Seller's delivery of the first shipment thereunder and (iii) the balance to be paid under such Purchase Order is due upon completion of the installation and commissioning of the Product. Buyer's failure to pay any undisputed amount when due will be deemed a material breach of these Terms. Undisputed past due amounts will be subject to the maximum legal rate of interest or 1.5% per month, whichever is less. Buyer will pay all costs and expenses incurred by Seller as a result of non-payment or delinquent payment by Buyer, including collection costs, interest, and

reasonable attorneys' fees. If Buyer defaults on any payment obligation to Seller, or fails to meet Seller's minimum credit standards, or if Seller has reasonable doubt as to Buyer's creditworthiness, Seller may in its sole discretion take any of the following actions: (a) refuse, alter or suspend credit terms; (b) require payment by cash in advance or on delivery; (c) suspend production or delivery of the Products, Software and/or delivery or performance of Services; (d) request adequate assurances; and/or (e) pursue any remedies available at law or equity available to Seller. If Buyer becomes delinquent in payment on any Seller invoice or refuses to accept delivery in accordance these Terms, Seller will have the right, in addition to all other available rights and remedies, to suspend performance, cancel any or all Purchase Orders, withhold further deliveries, and declare all unpaid amounts for Products, Software previously delivered and/or Services previously performed immediately due and payable. Seller may cancel or modify Buyer's credit terms at any time.

3.4 Invoicing. Seller will invoice Buyer for Products, Software and/or Services as provided in Section 3.3. Any invoice errors must be disputed in writing by Buyer within 10 days of the invoice date, and are subject to correction by Seller. Unless otherwise specified in the Quotation, all remittances must be in a single payment in the full amount of the invoices (adjusted for any debit memos) and must be paid via wire or electronic fund transfer referencing the invoice number.

3.5 Taxes. Seller's pricing excludes all sales, use, excise, value-added, and other similar taxes, charges and duties (including import and export duties). Buyer will be solely responsible for all taxes imposed on Buyer based upon applicable law. Buyer agrees to properly document and provide Seller with applicable sales and use tax exemption certificates when requested by Seller. Each payment to Seller will be made without withholding for any taxes.

3.6 Security Interest. Buyer hereby grants to Seller and Seller reserves, a purchase money security interest in all present and future Products sold or delivered by Seller to Buyer under these Terms, and all profits and proceeds arising from or related to the Products. Any such security interest will be satisfied by payment in full of the invoiced amount. Buyer must, on request from Seller, execute promptly any documents and perform any other acts, at Buyer's sole expense, that Seller considers necessary or advisable to confirm, continue and/or perfect the security interests granted under these Terms. Buyer irrevocably authorizes Seller to execute and file any financing statements covering all Products subject to the security interest granted under these Standards Terms and to file copies of any other documents as reasonably necessary in connection therewith.

4. Packaging, Delivery and Risk of Loss.

4.1 Packaging. Unless otherwise specified in the Quotation, standard packaging for continental United States domestic shipment is included in the agreed price. When special domestic or export packaging is requested, Buyer will be charged for any additional expenses.

4.2 Delivery Terms. All delivery dates are estimates only, and subject to prompt receipt of all necessary information from Buyer that is requested from Seller. Seller's only obligation with respect to delivery dates is to make reasonable efforts to meet such delivery dates. Unless otherwise specified in the Quotation, all deliveries: (a) of Products from Seller's US facility will be EXW (INCOTERMS 2020) Seller's US facility and (b) of other Products will be DAP (INCOTERMS 2020) the US delivery port designated by Seller. At Buyer's request, Seller may assist Buyer with arranging further shipment following delivery at the DAP delivery point; provided, that all such assistance and further shipment will be at the cost, risk and expense of Buyer. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. If, for whatever reason, Seller experiences Product shortages, Seller may hold or allocate Products among its customers as Seller considers appropriate.

4.3 Risk of Loss: Title. Risk of loss with respect to the Products transfers to Buyer upon delivery thereof. Seller is not be liable for any delays, breakage, loss or damage after delivery. All claims for loss or damage in transit are to be made by Buyer directly to the transportation carrier and the appropriate insurance carrier, if any. No deductions of any kind from the invoiced amount will be made. Title with respect to Products will transfer to Buyer upon Buyer's payment in full therefor.

4.4 Inspection and Acceptance. Buyer will inspect the Products within 10 business days following delivery thereof ("Product Acceptance Period"). Products will be presumed accepted unless Seller receives written notice of rejection from Buyer explaining the basis for rejection within the Product Acceptance Period ("Acceptance"). Rejection may be based solely upon the failure of the Products to

materially comply with the Specifications through no fault of Buyer. All claims not made by Buyer in writing as specified above and received by Seller within the Product Acceptance Period will be deemed waived. Upon receipt of Buyer's written notice, Seller will have the opportunity to inspect, evaluate and test the Product at Buyer's premises or require Buyer to send the Product to Seller or to a person designated by Seller for inspection, evaluation and testing. No inspection or any other actions by third parties are authorized or will be paid for by Seller without Seller's prior written consent. Buyer's sole and exclusive remedy, and the entire liability of Seller, its Affiliates and their respective licensors, suppliers, service providers and subcontractors for any rightful rejection of the Products during the Product Acceptance Period is, at Seller's sole option and expense, (a) the repair or replacement of the Product and/or Software; or (b) a credit equal to the purchase price of the Products in lieu of any obligation to repair or replace Products under this Section 4.4. Seller will not be responsible for any costs or charges for or related to labor and/or parts incidental to the handling and attempted use of the Products.

4.5 Installation and Commissioning. Except as set forth on the Quotation, Buyer is responsible for the proper handling, storage, installation and commissioning of Products in accordance with the Documentation. Installation and commissioning services may be available by Seller, subject to and included in a Purchase Order, or upon mutual written agreement between Buyer and Seller.

5. LIMITED WARRANTY.

5.1 Product Warranty. With respect to a Product sold by Seller to Buyer hereunder (excluding Software or Software components, the warranty for which is set forth in Section 5.2), and subject to Sections 5.4 through 5.7, Seller warrants that, for the Product Warranty Period, such Product will substantially conform to and perform in accordance with the Specifications listed in the Documentation for such Product. "Product Warranty Period" means, with respect to a given Product (and unless expressly set forth otherwise in the applicable Quotation, in which case the period set forth in such Quotation will control), one year following the date of Seller's delivery thereof. Buyer's sole and exclusive remedy and the entire liability of Seller under this Section 5.1 is, at Seller's option and expense: (x) repair or replacement of Product or (y) a credit equal to the purchase price (less a reasonable depreciation for use, damages and obsolescence) of the Product in lieu of any obligation to repair or replace the Product under this provision.

5.2 Software Warranty. Subject to Sections 5.4 through 5.7, Seller warrants, that, commencing from the date of first use of the Software and for a period of 90 days thereafter (the "Software Warranty Period"), the Software as delivered will substantially conform to and perform in accordance with the Documentation for such Software. SELLER DOES NOT WARRANT THAT THE SOFTWARE WILL MEET BUYER'S REQUIREMENTS OR THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, VIRUS-FREE, FREE OF MALICIOUS CODE OR THAT ANY DEFECTS WILL BE CORRECTED. SELLER DOES NOT WARRANT THAT THE USE OF THE SOFTWARE WILL NOT BE IMPAIRED BY DOWNTIME, MAINTENANCE ACTIVITIES, FURTHER DEVELOPMENTS, UPDATES AND UPGRADES OR MALFUNCTIONS. IN ADDITION, SELLER DOES NOT WARRANT THAT THE SOFTWARE OR ANY EQUIPMENT, APPLICATIONS, OPERATING SYSTEMS OR NETWORK ON WHICH THE SOFTWARE IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK OR THAT SUCH SOFTWARE WILL INTERACT WITH THIRD PARTY EQUIPMENT, DEVICES, APPLICATIONS, OPERATING SYSTEMS, NETWORKS OR OTHER SOFTWARE. Buyer's sole and exclusive remedy and the entire liability of Seller under this Section 5.2 will be, at Seller's option and expense, (a) repair or replacement of the Product and/or Software or (b) a credit for any licensing fees for the Software.

5.3 Service Warranty. Subject to Sections 5.4, 5.6 and 5.7, Seller warrants that the Services will be performed in a professional and workmanlike manner. For any breach of warranty under this Section 5.3, Buyer must provide a written claim within 10 business days after provision of the applicable Service specifying in reasonable detail the nonconformity with such warranty, and Buyer's sole and exclusive remedy and the entire liability of Seller under this Section 5.3 is to use commercially reasonable efforts to reperform the identified nonconforming Service. If Seller concludes that reperformance of the nonconforming Service is impracticable, then Seller will refund the fees paid by Buyer to Seller allocable to the nonconforming Service.

5.4 Matters Not Covered. Notwithstanding any other provision in this Section 5, Buyer expressly acknowledges that Seller is not responsible or liable for: (a) products, software, services, components or systems that Seller has not supplied; (b) products, software, services, components originating from third parties that are

supplied by Seller under or at the direction of Buyer; (c) any end product or software in which the Products or Software are installed or incorporated as a component or subpart; (d) conditions, changes, alterations, additions or applications to or for Products, Software or Services, unless made or specifically authorized in writing by Seller; or (e) Buyer's failure to perform maintenance or updates to Product or Software (including firmware) as recommended by Seller, or to otherwise comply with the Specifications and/or industry practices. Seller will have no liability, obligation or responsibility for components and systems over which Seller has no control, including contamination, incorrect power supply, pressures in excess of recommended maximum, incorrect air or lubrication supplies, products damaged or subject to voltage, humidity, or temperature outside of specified range, accident, abuse or misuse after shipment from Seller's facility, Products or Software altered, disassembled or repaired by anyone other than Seller personnel. Without limiting the generality of the foregoing, types of failures and/or damages that are not attributable to Seller breach of warranty, and which are not considered by Seller as part of its warranty include the failures and/or damages that result from or are attributable to the following: (i) accident, abuse or neglect; (ii) improper storage or handling prior to installation and operation by anyone other than Seller; (iii) improper alignment, connection, configuration, orientation, assembly work, and pre-conditioning prior to or during Product's operation; (iv) contaminants found in/on Product; (v) from the action of, or deterioration from, contaminants in the form of air and fluid borne particles, solids, liquids, entrained gases, chemicals, and biological contaminants in Product's connected electrical, heating/cooling, flushing, lubrication, mechanical and fluid power systems; (vi) operating and maintaining Product or Software in a manner or under service conditions outside of the applicable Specifications or the Documentation; (vii) modifications and repairs of Product except for those provided by Seller; (viii) pressurized cleaning or attributed to the use of excessive heat and force, aggressive abrasives, cleaners and/or solvents during cleaning of Product; (ix) erosive or corrosive action of any gases or liquids evidently encountered by the Product; (x) excessive electrical potential, electrical current and magnetic fields; or (xi) ordinary wear and tear (including from moving or bearing parts).

5.5 Warranty Procedure. For any Product or Software breach of warranty brought within the applicable Product Warranty Period or Software Warranty Period, as applicable, Buyer will promptly notify Seller in writing. Buyer must provide a written explanation of the breach of warranty (the "Warranty Claim") as such warranty is set out in this Section 5, subject to the provisions of Section 5. Subsequently, Seller through its inspection process must be satisfied that the claimed breach of warranty exists. For Warranty Claims where physical inspections are required, Buyer must follow Seller's instructions to either permit Seller to inspect the Product on-site or to return the Product to Seller's designated facility at Buyer's own risk and expense. Seller will have the right to request reasonable evidence of and impose reasonable requirements for inspection and evaluation of the Warranty Claim. Warranty repair or replacement by Seller will not extend or renew the applicable Product Warranty Period or Software Warranty Period, unless expressly stated in writing by Seller. Seller will not be responsible for labor and material costs of removal or reinstallation of Products and Software. Returned Products that are not defective, that are not subject to warranty coverage as described in this Section 5, or that contain missing or damaged parts, will be returned to Buyer at Buyer's sole expense, without credit, repair or replacement.

5.6 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5, SELLER MAKES NO WARRANTY OR REPRESENTATION TO BUYER, EITHER EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER SPECIFICALLY AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ANY OTHER WARRANTIES ARISING FROM OR OUT OF ANY COURSE OF DEALING, USAGE OF TRADE, SPECIFICATION, PROPOSAL, PERFORMANCE OR CUSTOM, AND ANY STATUTORY WARRANTY ON HIDDEN OR LATENT DEFECTS.

5.7 Exclusive Remedy. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, THIS SECTION 5 PROVIDES BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ALL CLAIMS, DAMAGES, LOSS OR INJURIES (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL) BASED ON OR ARISING FROM ANY DEFECT, FAILURE, MALFUNCTION, BREACH OF WARRANTY OR ANY OTHER PERFORMANCE, NONCONFORMANCE OR NONPERFORMANCE OF ANY PRODUCT, SOFTWARE OR SERVICE, WHETHER THE CLAIM IS IN CONTRACT, EQUITY, INDEMNITY, INFRINGEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY) OR OTHERWISE AND HOWEVER INSTITUTED.

6. Intellectual Property Rights/Software:

6.1 Intellectual Property Rights – Ownership. Each Party will retain ownership of all Intellectual Property Rights that owned prior to the Parties entry into these Terms. Each Party agrees that as between Seller and Buyer, Seller exclusively owns and will retain exclusive ownership of all Intellectual Property Rights in and related to: (a) the Products, Services and Software and all updates, modifications, improvements and derivatives thereof; and (b) all other ideas, inventions (whether patentable or not), concepts, designs, methods, processes, software (including source code and object code), data (other than Buyer Data) and works of authorship authored, developed, conceived, reduced to practice or licensed wholly or in part by Seller or an Affiliate thereof for or in connection with any Products, Software or the Services. No rights are granted to Buyer hereunder other than as expressly set forth herein, and Seller (and its licensors, where applicable) reserve all rights not expressly granted herein. For the avoidance of doubt, no right, title or interest to any of the Software's source code is granted under these Terms. Buyer will not itself or assist or instruct others to attempt in any way to reverse engineer, copy/reproduce, decompile, disassemble, translate, fragment parts or otherwise obtain or attempt to obtain in any way access to the Product, Software or to the Software's source code provided by Seller without Seller's prior written consent. Buyer will not remove, change, alter or otherwise render unintelligible any designation of the Software, including copyright notices, trademarks, serial numbers and the like. Unless expressly agreed in writing by Seller, Software will be treated as Confidential Information as defined in Section 9.

6.2 Third Party Intellectual Property Rights. To the extent the Products or Services (including any Software contained therein) contain third party Intellectual Property Rights, Seller only provides those rights which Seller has lawfully obtained from such third party. To the extent that Buyer provides any software to Seller or directs Seller to include any third-party software, Buyer will secure any and all third-party Intellectual Property Rights necessary for Seller to use such software and Buyer will indemnify Seller for all costs, expenses and damages caused by Buyer's failure to secure the necessary Intellectual Property Rights in such software.

6.3 License Grant. Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sublicensable, revocable right to use the Software solely in connection with the normal and intended use of such Software in accordance with all Documentation as authorized under these Terms. Notwithstanding the foregoing grant, the Software is not sold to Buyer. Software Upgrades may be provided from time to time at Seller's discretion. Such Software Upgrades may be purchased separately and will not be considered part of the Software delivery of a previous version.

6.4 Buyer Feedback. If Buyer provides any ideas, suggestions or recommendations to Seller regarding the Products, Software and/or Services ("Feedback"), Buyer, on behalf of itself and its Affiliates and their customers and end customers, hereby grants to Seller and its Affiliates a non-exclusive, irrevocable, paid-up, royalty-free, perpetual, worldwide license under and to all of Buyer's rights and interests that are incorporated in any Feedback to make, have made, use, sell, offer to sell, import, reproduce, display, perform or distribute any Seller Products, Software and/or Services and such Feedback.

7. Data Protection and Privacy:

7.1 Buyer Data. Buyer represents and warrants that: (a) all Buyer Data it provides to Seller hereunder is owned by Buyer or Buyer has the right to provide such Buyer Data to Seller for use by Seller in connection with these Terms; and (b) any authorized processing of Buyer Data by Seller does not and will not violate or infringe the intellectual property, privacy or publicity rights of any third party, or any applicable data privacy and security laws.

7.2 License to Buyer Data. Buyer hereby grants to Seller the right to use the Buyer Data for the purposes of processing such Buyer Data in conjunction with the Products, Software and/or Services, and/or performing all other obligations of Seller under these Terms. In addition, Buyer hereby grants to Seller a limited, non-exclusive, perpetual, irrevocable, royalty-free, non-transferable, worldwide license to use, and sublicense to Affiliates, agents, consultants and subcontractors within the same scope, the Buyer Data, for the following purposes (a) to improve and enhance the Products, Software and/or Services and for other development, diagnostic and corrective purposes in connection with the Products, Software and/or Services; (b) the investigation of any accidents or claims related to a defect, failure, or alleged defect or failure of Seller's Products, Software and/or Services; (c) the defense of any claim against Seller brought by Buyer or any third party; and (d) any other purpose as mutually agreed in writing between the Parties.

7.3 **Aggregated and Anonymized Data.** The Products and Software may collect and compile data and information related to its use which may be aggregated and anonymized, including compiling statistical and performance information related to the provision and operation of the Products and Software ("Aggregated and Anonymized Data"). Aggregate and Anonymized Data will only include data or information which (a) is anonymized and NOT identifiable to any person or entity; and (b) which does not reveal Buyer's identity. As between Seller and Buyer, all right, title, and interest in Aggregated and Anonymized Data, and all intellectual property rights therein, belong to and are retained solely by Seller. Buyer acknowledges that Seller may compile Aggregated and Anonymized Data based on Buyer Data collected, produced or otherwise processed by the Software. Buyer will not, and will not assist any third party to, oppose, contest, restrict or otherwise challenge Seller's rights related to the Aggregated and Anonymized Data.

7.4 **Protection and Privacy – Buyer Requirements.** Buyer is solely responsible for procuring and maintaining its network connections and Buyer will be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Products, Software and/or Services including modems, hardware, servers, software, operating systems, networking and web servers ("Buyer Equipment"). Buyer will also be responsible for maintaining the security of the Buyer Equipment, Buyer account, passwords (including administrative passwords) and files, and for all uses of Buyer account or the Buyer Equipment with or without Buyer's knowledge or consent.

8. **Indemnification.**

8.1 **Indemnification – Seller.** Except as set forth below in Section 8.2 and 8.3, Seller will defend any third party lawsuit or action against the Buyer based on a claim that the Products, Software and/or Services as delivered by Seller directly infringes a valid U.S. patent or copyright, and indemnify Buyer for any final judgment assessed against Buyer resulting from such lawsuit, provided that Buyer: (a) promptly notifies Seller at the time it is apprised of the third-party claim; (b) provides any and all relevant materials and information related to the claim to Seller; (c) cooperates and provides Seller with reasonable assistance for the defense and disposition of the claim; and (d) gives Seller exclusive control over the defense and resolution of the claim. Without Seller's prior written consent, Seller will not be responsible for: (x) any compromise or settlement made by Buyer; and (y) any defense fees or costs incurred by Buyer or any expenses incurred by Buyer for itself or on Seller's behalf.

8.2 **Infringement Remedy.** Subject to Section 8.5, if a Product, Software and/or Service is held to constitute infringement or its use is enjoined, Seller may, at its sole option and expense, and as Buyer's sole and exclusive remedy: (a) procure for Buyer the right to continue using the Product, Software and/or Service; (b) replace the Product, Software and/or Service with a similar non-infringing product, software or service; (c) modify the Product, Software or Service, or any portion thereof, so that it is non-infringing; or (d) accept return of the Product and/or terminate Buyer's rights to use or make use of the Products, Software or Service, and grant a Buyer credit for the purchase price paid for the Product, Software or Service, less a reasonable depreciation for use, damages and obsolescence as applicable. In the event that Seller believes that any of the Products, Software or Service may be subject to a claim of infringement, Seller reserves the right at its sole discretion to stop delivering or providing Buyer access to the Product, Software or Service, and such stoppage will not be considered a breach by Seller of these Terms. THIS SECTION 8.2 STATES SELLER'S ENTIRE LIABILITY, BUYER'S SOLE RECOURSE AND EXCLUSIVE REMEDY WITH RESPECT TO INFRINGEMENT. ALL WARRANTIES RELATED TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, ARE HEREBY DISCLAIMED.

8.3 **Limitation on Infringement.** Seller will have no obligation or liability under this Section 8 and Buyer will indemnify, defend and hold Seller Indemnified Parties harmless to the extent that any claim for infringement arises out of or results from any of the following: (a) Buyer's designs, changes, drawings or specifications; (b) combining any Products, Software or Services with any article, component, hardware, system or software not provided by Seller; (c) Buyer's failure to promptly update any Software; (d) the application or use of any Products, Software or Services in a manner that does not comply with the Specifications therefor; or (e) any alteration, customization or other modification of the Products, Software or Services other than by Seller.

8.4 **Indemnification – Buyer.** Buyer will, at Buyer's sole expense, indemnify, defend and hold Seller and its Affiliates, and their respective owners, shareholders, members, managers, directors, officers, employees, representatives, agents, subcontractors, contractors, successors and assigns (collectively, "Seller

Indemnified Parties") harmless against all losses, claims, liabilities, damages, causes of action, judgments, settlement payments, interest, awards, penalties, fines, costs and expenses (including reasonable court costs, reasonable attorneys' fees, and arbitration, mediation and expert fees and any recall costs and expenses) arising out of or relating to Buyer's or Buyer's Affiliate's, or their subcontractor's, supplier's, integrator's, end customer's or representative's: (a) negligent act or omission or willful misconduct; (b) breach of these Terms or violation of applicable law; (c) misuse or improper installation, storage, maintenance or use of the Products and/or Software, including failure to implement Software Updates made available to Buyer by Seller; (d) incorporation of the Products, Software or Services into another product or service; (e) changes, alterations or additions to Products, Software or Services; or (e) Buyer's relationship with any end user customer, including any dispute with an end user. Buyer will be entitled to control the defense of such claim for which it is providing indemnity to any Seller Indemnified Parties pursuant to this Section 8.4. At Buyer's expense, Seller will reasonably cooperate in the defense of the claim, including promptly furnishing Buyer with all relevant information within its reasonable possession or control. Seller may participate in the defense at its own expense and through counsel of its choosing. Buyer will not admit liability or enter into any settlement without the prior written approval of Seller.

8.5 **LIMITATION ON LIABILITY AND REMEDIES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND EXCEPT FOR SELLER'S RECKLESSNESS OR WILLFUL MISCONDUCT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: SELLER AND ITS AFFILIATES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUBCONTRACTORS, CONTRACTORS, SUCCESSORS AND ASSIGNS WILL NOT BE LIABLE FOR ANY OF THE FOLLOWING LOSSES OR DAMAGES: EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, LOST REVENUES, LOST SALES, LOSS OR CORRUPTION OF DATA, LOSS OF PRODUCT USE, LOSS OF BUSINESS, LOSS OF GOODWILL, DOWNTIME COSTS, DAMAGE TO ASSOCIATED EQUIPMENT, LOSS OF REPUTATION, LOSS OF DATA, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, OR CLAIMS OF BUYER'S END USER CUSTOMERS, FOR SUCH DAMAGES OR LOSSES), EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES OR LOSSES WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT WILL SELLER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF THESE TERMS AND CONDITIONS OF SALE, WHETHER UNDER TORT, CONTRACT, WARRANTY OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID BY BUYER TO SELLER FOR THE PRODUCT GIVING RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING NOTICE OF THE CLAIM. THE LIMITATIONS OF LIABILITY CONTAINED IN THESE TERMS ARE A FUNDAMENTAL PART OF THE BASIS OF SELLER'S BARGAIN HEREUNDER AND SELLER WOULD NOT ENTER INTO THESE TERMS ABSENT SUCH LIMITATIONS. Seller's rights and remedies set forth herein will be in addition to any legal or equitable right or remedy available to Seller. No waiver of any of Seller's rights or remedies will be effective without Seller's express written consent.

9. **Confidential Information.** If a confidentiality or non-disclosure agreement exists between Seller and Buyer, that confidentiality or non-disclosure agreement shall continue to apply in accordance with its terms, and this Section 9 shall apply in addition thereto.

9.1 **Confidentiality Definitions.** Any non-public technical, financial or business information, trade secrets, content, or any other information provided by one Party (the "Disclosing Party") to the other party (the "Receiving Party") directly or indirectly, orally or in writing that is: (a) marked confidential or proprietary, or (b) given the nature of the information or the circumstances surrounding its disclosure, reasonably should be deemed confidential ("Confidential Information") will be held in confidence by the Receiving Party, not disclosed, and not be used by such Party except to the extent necessary to carry out its obligations or express rights hereunder, except as otherwise authorized by the Disclosing Party in writing. Confidential Information includes these Terms, Purchase Orders, Quotations and any other agreements between Seller and Buyer relating to, and any information and data concerning the Products Software and the Services. The Disclosing Party or its licensors retain all right in such Confidential Information. When applicable, all Specifications accompanying a Quotation are considered confidential to Seller, therefore they are to be solely reviewed by personnel of the Buyer on a need to know basis, unless otherwise authorized in writing by Seller.

9.2 **Obligations.** The Receiving Party will use Confidential Information only in connection with its performance under these Terms or any Quotation related thereto. The Receiving Party will use the same degree of care to avoid any disclosure or use of the Confidential Information as it uses for its own confidential, proprietary and trade secret information, but in no case use less than a reasonable degree of care. The Receiving Party agrees to limit disclosure of Confidential Information to employees, contractors or agents and employees, contractors or agents of Affiliates having a specific need to know such Confidential Information in furtherance of its performance under these Terms.

9.3 **Exceptions.** The confidentiality obligations under this Section 9 do not apply to any information that: (a) is generally known, or readily ascertainable by proper means, by the public other than through the Receiving Party's fault; (b) was known by or in the possession of the Receiving Party or its Affiliate at the time of disclosure as shown by the Receiving Party's and/or its Affiliates' files and records prior to the time of disclosure, other than as a result of any improper act or omission of the Receiving Party or its Affiliate; (c) is rightly received by the Receiving Party from a third-party not subject to any nondisclosure obligations with respect to the Confidential Information; or (d) is independently developed by an employee, agent or consultant of the Receiving Party or its Affiliates without reference to or use of the Disclosing Party's Confidential Information.

9.4 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent it is requested, ordered or required by a regulatory agency or any other government authority or a court to do so; provided the Receiving Party promptly notifies the Disclosing Party of such request, order or requirement (to the extent legally permitted) and provides reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information. If such protective order or other remedy is not obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required and use commercially reasonable efforts to obtain assurance that confidential treatment will be accorded the Confidential Information.

9.5 **Reproduction and Return of Confidential Information.** The Confidential Information provided by the Disclosing Party will not be copied or reproduced without the Disclosing Party's prior written consent, except for such copies as may reasonably be required by the Receiving Party for its performance of its obligations under these Terms. Upon the Disclosing Party's request, the Receiving Party will promptly return to the Disclosing Party (or its designees) all Confidential Information received from the Disclosing Party or certify that it has destroyed all Confidential Information, in whatever form, including written or electronically recorded information and all copies thereof (other than copies retained in automatic back-up and archive systems). Notwithstanding the foregoing, the Receiving Party will be entitled to retain one copy of the Confidential Information with its legal counsel or other appropriate corporate representative to evidence the exchange of information hereunder and in connection with legal or statutory requirements. All such retained copies will be subject to the use and disclosure restrictions set forth in this Section 9 for so long as the Confidential Information is retained.

9.6 **Torts and Trade Secrets.** Nothing in this Section 9 will be construed to limit or negate the provisions of any other agreement or the statutory or common law of torts or trade secrets where such other agreement or law provides either party with broader protection for its Confidential Information than as provided herein.

10. **Term and Termination.**

10.1 **Termination for Breach.** Either Party may terminate these Terms, a Purchase Order or an accepted Quotation: (a) upon material breach of these Terms by the other Party that is not remedied within 30 days after written notice of such breach is issued by the non-breaching Party or (b) if a Party becomes insolvent or makes an assignment for the benefit of creditors, or such Party institutes any voluntary proceeding under bankruptcy, reorganization, arrangement, readjustment of debt or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect to any of the Party's property, then termination will be automatic and immediate; however, in the event any such proceeding is initiated by a third-party against such Party, termination will be automatic if such proceeding is not dismissed or cured by the Party within 30 days after the filing thereof. Upon termination, all rights, licenses, consents and authorizations granted by a Party hereunder will immediately terminate, other than those expressly specified to continue after termination. The rights of termination provided herein are not

exclusive of other remedies that Seller may be entitled to under these Terms or in law or equity.

10.2 **Survival.** In no event will termination relieve Buyer of its obligation to pay any amounts payable to Seller for any period prior to termination. Sections 1, 3.6 and 5 through 11 will survive any termination or expiration of these Terms, any Purchase Order or Quotation.

11. **Miscellaneous.**

11.1 **Export Controls.** Buyer represents and warrants that it is not designated on, or associated with, any party designated on any of the restricted party lists, including without limitation the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List. Buyer will comply with all applicable economic sanctions and export control laws and regulations, including without limitation the regulations administered by OFAC, the Export Administration Regulations administered by BIS, and the International Traffic in Arms Regulations administered by DDTC.

11.2 **Waiver; Severability.** No waiver of any of provisions of these Terms will be effective unless agreed to in writing signed by the Party expressly referencing these Terms and waiving such provision. No oral agreement, course of performance or other means other than such written agreement signed by both parties expressly providing for such waiver will be deemed to waive any provision of these Terms. In the event that any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions will not be affected, and in lieu of such provision, a provision similar in terms as is legal, valid and enforceable will be added hereto.

11.3 **Interpretation and Headings.** The Parties have jointly participated in the negotiation and drafting of these Terms. In the event any ambiguity or question of intent or interpretation arises, no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of these Terms. The headings contained in these Terms are for reference purposes only and will not affect in any way their meaning or interpretation. Pronouns in masculine, feminine or neuter genders will be construed to state and include any other gender. Whenever the words "include," "includes" or "including" are used in these Terms, they will be deemed to be followed by the words "without limitation."

11.4 **Notice.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") will be in writing and, for (a) Notices sent to Seller, addressed to EROWA Technology Inc., 2535 Clearbrook Drive Arlington Heights, IL 60005 and (b) Notices sent to Buyer, addressed to the address set forth for the Buyer on the face of the Quotation, in each case as such address may be updated from time to time by the receiving Party in writing. All Notices will be delivered by personal delivery, email, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (x) upon receipt of the receiving party, and (y) if the party giving the Notice has complied with the requirements of this Section 11.4.

11.5 **Force Majeure.** In the event either Party is unable to fully perform its obligations hereunder (except for Buyer's obligation to pay any amounts owed hereunder) due to events beyond its reasonable control, that by their nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including labor strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts of God, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, earthquakes, natural disasters, epidemic, pandemic, tariffs, embargoes, explosions, riots, acts of terrorism or sabotage, malicious damage, wars, electronic viruses, worms or corrupting microcode, or court injunction or order, shortage of supply or delay in delivery by Seller's vendors, breakdown of plant or machinery, default of suppliers or sub-contractors, inability to obtain or secure: power, material, labor, transportation and equipment, that Party will be relieved of its obligations to the extent it is unable to perform. Timely notice of such inability to perform will be given to the other Party.

11.6 **Assignment.** Neither Party may assign any rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed; provided, that Seller may assign its rights and obligations hereunder to any affiliate or any purchaser or all or substantially all of its assets.

11.7 Relationship of the Parties. Buyer and Seller are independent contracting Parties and nothing hereunder or in the course of performance of these Terms will grant either Party the authority to create or assume an obligation on behalf or in the name of the other Party, or will be deemed to create the relationship of agency, joint venture, partnership, association or employment between the Parties.

11.8 Dispute Resolution: Governing Law. These Terms, the Quotation, the Purchase Order and all disputes between the Parties arising out of or related thereto will be governed by the laws of the State of Illinois except for its choice of law rules; the United Nations Convention on the International Sale of Goods will not apply. All disputes and related claims must be made within 12 months after the cause of action relating thereto accrues. Seller and Buyer will first endeavor to resolve through good faith negotiations any dispute arising under or related to these Terms or with respect to the Products, Software or the Services. If a dispute cannot be resolved through good faith negotiations within 30 days, then, upon notice by either Party to the other, such dispute will be resolved exclusively through binding arbitration before a single, neutral arbitrator conducted in accordance with the Commercial Arbitration Rules of the AAA. If they are unable to agree upon an arbitrator within 10 days, the arbitrator will be selected by the AAA. The arbitration will be conducted in Chicago, Illinois, and the language of the arbitration will be English. The arbitrator's award will be final and binding. The arbitrator will issue a written opinion setting forth the basis for the arbitrator's decision. The written opinion may be issued separately from the award by the arbitrator where necessary to preserve confidentiality. Each Party will bear its own fees and costs, and each Party will bear one half the cost of the arbitration hearing fees, and the cost of the arbitrator, unless the arbitrator finds the claims to have been frivolous or harassing. Either Party may apply to have the arbitration award confirmed and a court judgment entered upon it. The arbitrator will have no authority to award punitive damages or any other damages excluded herein. Except as may be required by law, neither a Party, its counsel, nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

11.9 Government Contracts. If Products, the Software and/or Services are purchased under a government contract or sub-contract, Buyer will promptly notify Seller of the provisions of any government procurement laws and regulations which are required to be included in the contract covering the Products, the Software and/or Services ordered, which will not be binding on Seller unless expressly agreed to by Seller in writing. If compliance with such provisions increase Seller's costs or liability, or encumbers any Seller Intellectual Property Rights, Seller will be entitled, at its option, to adjust the prices accordingly, request separate payment of the additional costs, or terminate these Terms and/or the applicable Purchase Order, in which case Buyer will be responsible for all costs incurred by Seller prior to such termination.

11.10 Entire Agreement. These Terms and all other agreements incorporating these Terms constitute the sole and entire agreement under which Seller will sell and Buyer will purchase the Products, Software and Services. Terms and conditions proposed by Buyer that are different from or in addition to the provisions of these Terms are hereby expressly rejected by Seller and are not a part of these Terms and Buyer's acceptance is expressly limited to the terms of this Terms. These Terms constitute the entire agreement between Seller and Buyer with respect to the matters contained herein and supersede all prior or contemporaneous oral or written agreements, representations and/or communications. These Terms may be modified only by an amendment expressly referencing and modifying these Terms that is issued and signed by an authorized representative of each Party.