

## TERMS AND CONDITIONS

These Standard Terms and Conditions (the "Terms") apply to the direct purchase by Customer (as identified below in the signature block) of any and all tangible goods offered by Building Robotics, Inc. (hereinafter referred to as "Enlighted") identified on any Order (the "Product(s)"). These Terms shall be effective as of the date last signed below (the "Effective Date").

## ORDERS; DELIVERY; PAYMENT:

**ACCEPTANCE OF ORDERS:** All orders for Product(s) by Customer shall be initiated by written purchase orders submitted to Enlighted at least sixty (60) days prior to the requested date of delivery for products set forth therein. All such purchase orders are subject to final acceptance by Enlighted in writing and must be based on the products, prices, estimates, quantities, and other relevant information in Enlighted-issued quotations. Such quotations shall expire within thirty (30) days of issuance by Enlighted unless otherwise stated on the quotation. Each purchase order that has been so accepted by Enlighted (an "Order") is subject to these Terms. Without limiting Section 9(f) below, any other terms or conditions set forth in any Order, including, without limitation, any legal terms and conditions in Customer's purchase orders, shall not alter or supplement these Terms unless both parties have agreed in writing to modify these Terms. Orders will be billed at the prices in the Order.

**BASIC ORDER TERMS:** All purchase orders issued by Customer shall include the following information: (i) products and quantities, (ii) prices (as stated in the applicable Enlighted quotation), (iii) delivery instructions, and (iv) the Enlighted part number, (collectively, "Basic Order Terms"). All Basic Order Terms are fixed and final upon Enlighted's acceptance of the purchase order, after which Customer may not make any changes to the Order without Enlighted's written acceptance thereof.

**DELIVERY:** Enlighted will use reasonable efforts to meet delivery dates specified in the Order, but such dates are estimates only. Enlighted will not be liable under any circumstances for its failure to meet such delivery dates. Customer's sole and exclusive remedy for Enlighted not delivering the Product(s) in an Order by the delivery date in such Order, shall be for Customer to cancel the Product(s) in any such Order that have not been delivered within thirty (30) days of the original delivery date.

**FREIGHT:** Unless otherwise specified in an Order (i) Enlighted shall select the method of shipment and carrier, and (ii) costs for shipping shall be billed to and paid by Customer. All costs for freight, insurance, and other shipping expenses, including special packaging and/or handling requested by Customer, shall be the responsibility of and paid for by Customer. Each partial shipment made under any Order shall be treated as a separate transaction and payment therefor shall be made accordingly.

**TITLE & RISK OF LOSS:** All shipments are F.O.B. origin. Therefore, risk of loss of and title to Product(s) shall pass to Customer upon delivery to the designated carrier unless otherwise agreed in writing by Enlighted in the Order.

**INSPECTION, NOTICE OF DAMAGE:** Upon receipt of Product(s) from the delivery carrier, the Customer will inspect the condition of the packaging and the Product(s) itself and indicate any damage to Product(s) or receipt of any incorrect Product(s) to the delivery carrier. Damaged Product(s) (i.e. Product(s) suffering concealed loss or damage) or receipt of incorrect Product(s) shall be deemed "Rejected Product(s)" and Customer may return such Rejected Product(s) in accordance with the following terms: (i) The Customer will instruct the delivery carrier to note any Rejected Product(s) received on the carrier's delivery documentation and request the delivery carrier's agent sign the delivery documentation; (ii) Within two (2) days receipt of the Rejected Product(s), the Customer will contact Enlighted's Customer Operations Team to notify Enlighted of Customer's receipt of Rejected Product(s). Customer will request a Return Material Authorization ("RMA") number from Enlighted by emailing the signed documentation to: cs@enlightedinc.com (or faxing such documentation to 408-400-2950). Customer's email notification will include the signed delivery documentation and the carrier's reference number(s); (iii) If Customer retains the Rejected Product(s) without giving written notice to Enlighted within the (2) two day designated period, the Customer will be deemed to have waived its right to return such Rejected Product(s). Enlighted will use commercially reasonable efforts to provide an RMA number to Customer within fifteen (15) days after receipt of any RMA request. Within ten (10) days after receipt of the RMA number, Customer shall return to Enlighted the Rejected Product(s), freight prepaid, in its original shipping carton with the RMA number displayed on the outside of the carton. Enlighted reserves the right to refuse to accept any Rejected Product(s) that do not bear an RMA number on the outside of the carton. If Customer properly returns any Rejected Product(s) pursuant to this Section, Enlighted shall, at its option and expense and as its SOLE AND EXCLUSIVE RESPONSIBILITY AND LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY, either repair or replace such Rejected Product(s) and pay the shipping charges for sending the Rejected Product(s) back to the Customer. Any other Product(s) returns for Product(s) not deemed Rejected Product(s) will only be accepted in accordance with the Limited Warranty section below.

**PAYMENT TERMS:** Customer shall pay all invoices issued under these Terms by Enlighted in U.S. dollars within thirty (30) days from the date of the invoice. Invoices not timely paid are subject to an interest charge of 1.5% per month on any unpaid balance or the maximum rate allowed by law, (whichever is lower), which interest charges shall accrue beginning on the invoice due date. Customer shall pay all of Enlighted's costs and expenses (including reasonable attorneys' fees) to enforce and preserve Enlighted's rights under this Section. Should Customer become delinquent in the payment of any sum due under these Terms, Enlighted shall not be obligated to continue performance under these Terms, including without limitation shipment of any previously accepted Orders. All invoices are due and payable per the Terms. In the case of a perceived error in a line item charge, Customer is obligated to advise Enlighted's Finance and Accounting Department in writing (either by email at AR@enlightedinc.com or fax at (408) 400-2950; Attn: Finance and Accounting Department) of the nature of the perceived error within five (5) days of receipt of the invoice. A claim of an error does not relieve Customer of the absolute obligation to pay the remaining balance of the invoice in accordance with the standard terms of payment set forth in this Section. Upon review, Enlighted will have sole discretion to resolve the error; and the Customer expressly agrees to abide by Enlighted's decision. Enlighted will promptly advise Customer of its decision regarding any disputed items or charges.

**TAXES:** Any sales, use, revenue, excise or other tax, fee, or charge of any nature imposed by any government or public authority (national, state, local or other) applicable to the Product(s), or the manufacture, sale, delivery, shipment or use thereof ("Taxes"), but excluding taxes payable by Enlighted that are measured by its income, shall be added to the purchase price (unless required by federal, state, or local law to be a separate line item on the invoice) and shall be paid by Customer. If Customer has, prior to delivery of the Product(s) by Enlighted to the designated carrier as set forth in the FREIGHT section above, provided Enlighted with an acceptable tax exemption certificate from the relevant authority to establish exemption from Taxes, Enlighted (relying on such certificate) will not include any exempted Taxes on the invoice for such Product(s). In the event of any error in or revocation, inadequacy, or invalidity of the certificate, Customer shall pay on demand all Taxes that should have been paid (and any penalties, interest, costs and assessments) and shall indemnify, defend and hold Enlighted, its officers, directors, employees, and agents harmless against any claim, liability, damage, tax, penalty, interest, cost or assessment that arises as a result of or in connection with any of the foregoing.

**SUBSTITUTIONS AND MODIFICATIONS; DISCONTINUANCES:** Enlighted reserves the right to make substitutions or modifications to the specifications or implementations of the Product(s), provided that these substitutions and modifications do not materially reduce overall performance thereof. Enlighted may from time to time discontinue Product(s) or versions thereof, and stop supporting these Product(s) and versions thereof within a reasonable time after discontinuance.

**CANCELLATION:** The Customer may request to cancel any Order in writing with a minimum of five (5) days' written notice prior to the requested delivery date set forth in the Order, provided that, except as otherwise expressly permitted herein, no Order shall be cancellable by the Customer without the express written consent of Enlighted.

## LIMITED SOFTWARE LICENSE; INTELLECTUAL PROPERTY OWNERSHIP:

**LIMITED SOFTWARE LICENSE:** The Product(s) includes any software embedded therein and any updates thereto as made available to Customer by Enlighted during the Term ("Software"). Subject to Customer's compliance with these Terms, Enlighted hereby grants to Customer a non-exclusive, non-transferable (except in connection with the transfer of ownership of the applicable Product(s)), license to use the Software solely as embedded in the applicable Product(s) and solely to the extent necessary for the normal and intended uses of such Product(s).

**RESTRICTIONS; INTELLECTUAL PROPERTY OWNERSHIP:** As between Enlighted and Customer, Enlighted owns all right, title and interest in all intellectual property and other proprietary rights to the Software and any other technology or materials embedded in, incorporated into or provided with the Product(s) and any accompanying documentation or information relating to or derived from the foregoing. Customer shall take reasonable precautions to prevent unauthorized access to and use of the Software and any documentation by third parties. Customer

shall not, and shall not allow any third party to: (i) copy, decompile, disassemble, reverse engineer the Software, or (ii) to otherwise derive the source code of the Software, or attempt to do so, except to the extent required by applicable law, or (iii) disclose, distribute, sell, sublicense, display, publish, modify, adapt, alter, translate, or create derivative works of the Software. Customer is prohibited from, and shall prevent any third party from, removing, covering or altering any of Enlighted's patent, copyright or trademark notices placed upon, embedded in or displayed by the Product(s) or their packaging and related materials. Enlighted reserves all rights in and to the Software not specifically granted to Customer under these Terms.

#### LIMITED WARRANTIES:

**PRODUCT/EQUIPMENT LIMITED WARRANTY:** Enlighted warrants to Customer that the Product(s), except for: (a) any Software and (b) any assembled products that are not Enlighted-branded, the ("Equipment"), sold by Enlighted or an Enlighted authorized reseller to Customer, are, at the time of delivery to Customer: (1) free of material defects in workmanship or material, and (2) for a period of Five (5) years for from the date of delivery of such Equipment - except Enlighted Tags and Badges sold for Location Intelligence which shall be warranted for a period of Two (2) years from date delivery - (the "Equipment Warranty Period"), will conform to Enlighted's applicable specifications for such Equipment when stored, installed, operated, and maintained in accordance with any accompanying documentation and recommendations of Enlighted and when used under proper and normal use (the "Equipment Limited Warranty"). If any Equipment does not materially conform to the Equipment Limited Warranty during the Equipment Warranty Period ("Nonconforming Equipment"), Enlighted's SOLE AND EXCLUSIVE RESPONSIBILITY AND LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY will be for Enlighted (at Enlighted's option and subject to the Warranty Exclusions below), within a reasonable time, repair or replace the Nonconforming Equipment, provided that Customer (a) provides written notice of a covered, reproducible defect identifying the applicable Equipment during the Equipment Warranty Period promptly upon discovery thereof; (b) returns all applicable Rejected Product(s) with Nonconforming Equipment to Enlighted pursuant to Enlighted's RMA process described in the INSPECTION, NOTICE OF DAMAGE section below; and (c) has paid in full all amounts it owes Enlighted. Any Product(s) that are not eligible for return, or any Product(s) returned to Enlighted contrary to this Section or the terms of the INSPECTION, NOTICE OF DAMAGE section below, will not be accepted by Enlighted and will be returned to Customer by Enlighted, freight collect.

**EMBEDDED SOFTWARE LIMITED WARRANTY:** Enlighted warrants to Customer that Software embedded within the applicable Enlighted-branded Product(s) will operate substantially in compliance with the applicable Software specifications set forth in the documentation provided by Enlighted which may be updated by Enlighted from time to time (the "Software Specifications") for a period of three (3) years from date of shipment ("Software Warranty Period") when operated on equipment approved in the applicable documentation by Enlighted (the "Software Limited Warranty"). During the Software Warranty Period, Enlighted will provide Software updates, including without limitation bug fixes on an if-and-when available basis in accordance with Enlighted's standard practices. If Enlighted provides any such Software updates to Customer, Customer will promptly install such Software in accordance with any accompanying documentation and the Software Limited Warranty will only apply to the updated version of the Software whether or not installed by Customer. If any Software does not conform to the Software Limited Warranty during the Software Warranty Period ("Nonconforming Software"), Enlighted's SOLE AND EXCLUSIVE RESPONSIBILITY AND LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY will be for Enlighted (at Enlighted's option and subject to applicable exclusions), within a reasonable time, to repair or replace the Nonconforming Software, provided that Customer (a) provides written notice of a covered, reproducible defect identifying the applicable Product(s) during the Software Warranty Period promptly upon discovery thereof; and (b) has paid in full all amounts it owes Enlighted. This Software Limited Warranty is not applicable to Software whereby the operation of such Software is adversely affected by external technical factors (including but not limited to conflicting software applications, network settings or other network capability issues) which prevent the Software from operating under normal conditions. Enlighted does not warrant any software or firmware embedded within any Product(s) that are not Enlighted-branded.

**WARRANTY EXCLUSIONS:** The Equipment Limited Warranty and Software Limited Warranty do not apply with respect to: (a) any Equipment or Software not in its original condition (reasonable wear and tear excepted); (b) any nonconformance or defect of any Equipment or Software caused by any modifications or alterations made to, or maintenance performed on, any Equipment or Software by Customer or any third party; (c) any nonconformance or defect of any Equipment or Software caused by third party software, hardware, equipment, or products used with, installed on, or accompanying the Equipment or Software; (d) any Equipment or Software that Enlighted reasonably determines has, by Customer or otherwise, been subjected to operating or environmental conditions in excess of limits established by the application specifications or documentation, or otherwise has been subjected to accident, mishandling or abuse, damage, misuse (including but not limited to use contrary to or not otherwise prescribed by the written specifications, or negligence), neglect or alteration, or improper or unauthorized installation, maintenance or repair, overloading, power failures, power surges, air conditioning failure, humidity, or fire, explosion, earthquake, or other force majeure events. The Equipment Limited Warranty and the Software Limited Warranty do not include or cover the cost of onsite services, labor, installation, commissioning, removal, re-installation or re-commissioning and any other work except as expressly specified in the Limited Warranty Terms herein.

**NON ENLIGHTED-BRANDED ASSEMBLED PRODUCTS:** If Customer believes that (i) a Product(s) that is not Enlighted-branded that Customer has purchased pursuant to an Order (a "Third Party Product(s)") fails to conform to the applicable specifications or has material defects in workmanship or material or (ii) any software or firmware embedded on a Third Party Product(s) fails to conform to the applicable specifications, then Customer may notify Enlighted in writing of the nature of the non-conformance or defect. If Enlighted believes that such Third Party Product(s) or software or firmware embedded thereon may be covered by a warranty offered by the manufacturer thereof, Enlighted will provide to Customer information about the warranty and any steps Customer must take to receive the benefits of such warranty.

**WARRANTY DISCLAIMER: CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND ENLIGHTED'S SOLE OBLIGATION FOR ANY WARRANTY CLAIM ARE STATED ABOVE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AND EXCEPT AS OTHERWISE PROVIDE IN THESE TERMS, PRODUCTS, EQUIPMENT, AND SOFTWARE ARE PROVIDED ON AN "AS-IS" BASIS WITHOUT ANY WARRANTIES BY ENLIGHTED OR ITS LICENSORS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR THAT THE PRODUCTS, EQUIPMENT, OR SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR ANY WARRANTY THAT MIGHT OTHERWISE ARISE FROM A COURSE OF DEALING OR USAGE OF TRADE.**

#### RETURNS:

Excluding Rejected Products which must be returned in accordance with the INSPECTION, NOTICE OF DAMAGE section above, Customer may return Product(s) within sixty (60) days of the original shipment date of such Product(s) pursuant to Enlighted's product return procedures then in effect, as long as such Product(s) are new, unopened, and in the original shipping package and subject to Enlighted's prior written consent. Product(s) must be returned, transport prepaid, to the place designated by Enlighted in writing (no C.O.D. or Collect Freight accepted) in original boxes and packing material, unless otherwise agreed to in writing by Enlighted. Shipping of the returned Product(s) travel at the risk and responsibility of Customer and all risk of loss shall remain with Customer until the Product(s) are received to such place as designated by Enlighted in writing. For approved returns, Customer will receive a credit equal to the lesser of the Product(s) invoice price or current replacement value, less any applicable charges or fees. Such credit may be used to purchase Product(s) from Enlighted. All such credits are: (a) not redeemable for and have no cash value and (b) will expire within one (1) year of the date of issuance. Any Product(s) that are not eligible for return hereunder, or are returned to Enlighted contrary to these terms, will not be accepted by Enlighted and will be returned to Customer by Enlighted, freight collected. Enlighted shall have the right to reject any returns. Returns approved by Enlighted and occurring more than sixty (60) days after the date of delivery will be accepted at the discretion of Enlighted and will be subject to a restocking fee of 20% of the invoiced price. No returns will be accepted beyond one hundred (120) days from the date of delivery.

#### INSTALLATION SERVICE:

**PERFORMANCE OF INSTALLATION SERVICES:** In accordance with this section, Enlighted will use commercially reasonable efforts to provide installation services to Customer for Product(s) as and to the extent set forth in the applicable Order (the "Installation Services"). Notwithstanding the proceeding sentence, if the parties have entered into a separate written agreement with respect to any such Installation Services, the terms and conditions of such agreement will govern such Installation Services. Enlighted will perform any Installation Services solely for Product(s) at the locations or premises of Customer set forth in the applicable Order, provided that Customer (i) directly pays all costs and expenses incurred by Enlighted in obtaining any third party products that may be required for Enlighted to perform the Installation Services and (ii) provides access to Customer premises, systems and equipment as necessary (as reasonably determined by Enlighted) for Enlighted to perform the Installation Services.

**ASSESSMENT, INSTALLATION SERVICES FEES AND INVOICING:** If requested by Customer in writing prior to submitting an Order for Product(s), Enlighted may conduct an on-site assessment of a location where Customer desires to receive Installation Services. Enlighted will generate a quotation that includes an estimate of the fees payable by Customer for such Installation

Services following Enlighted's on-site assessment of the applicable premises. If the Customer does not elect to have Enlighted, or if Enlighted declines to, conduct an on-site assessment of the applicable premises, then Customer will provide Enlighted all necessary specifications and other details relating to the premises to enable Enlighted to generate a quotation that includes an estimate of the fees for the Installation Services. Prior to the expiration of Enlighted's quotation, Customer will issue a purchase order to Enlighted based on such quotation, and Enlighted may accept the purchase order, in accordance with the ACCEPTANCE OF ORDERS and BASIC ORDER TERMS above. If the actual total fees for the Installation Services exceed, or Enlighted reasonably expects the actual total fees for the Installation Services to exceed, the estimate provided by Enlighted in the applicable Order, Enlighted will notify Customer and the parties will promptly engage in good faith discussions and mutually agree upon a fee that will be due and payable by Customer for the Installation Services in accordance with PAYMENT TERMS section above. Enlighted will invoice the Customer the applicable fees for the Installation Services upon completion of the Installation Services.

**INSTALLATION SERVICE LIMITED WARRANTY:** If during the thirty (30) days following completion of the Installation Services the installed Product(s) fail to operate substantially in compliance with the applicable specifications provided by Enlighted due to improper installation by Enlighted, then Enlighted's sole and exclusive liability and Customer's sole and exclusive remedy will be for Enlighted to send an authorized representative to the applicable premises of Customer to re-perform the Installation Services as necessary to correct the issue, provided that Customer promptly notifies Enlighted in writing of such improper installation and Enlighted determines that such claim is valid ("Limited Installation Service Warranty"). The Limited Installation Service Warranty does not apply to, and Enlighted shall not be liable for, any such issues caused by modifications to the Product(s), or services performed, by Customer or any third party without Enlighted's express written consent.

#### TERM AND TERMINATION:

**TERM:** These Terms will commence as of the Effective Date and continue until terminated by either party pursuant to Section TERMINATION below (the "Term").

**TERMINATION:** Either party may terminate these Terms without cause by providing thirty (30) days' written notice to the other party, provided that there are no outstanding unfulfilled Orders or unpaid fees pursuant to any Orders. Enlighted may also immediately terminate these Terms or cancel an Order if Customer (i) materially breaches these Terms and does not cure such breach within thirty (30) days from receipt of written notice of such breach from Enlighted or (ii) becomes insolvent or if voluntary or involuntary proceedings are commenced as to Customer under any bankruptcy or insolvency law, or upon default or breach by Buyer in its performance, payment or observance of any provision, obligation, liability, covenant, agreement or duty in or arising under the Order or pursuant to applicable law.

#### LIMITATION OF LIABILITY:

**ENLIGHTED'S AGGREGATE LIABILITY ARISING OUT OF THESE TERMS AND/OR SALE OF THE PRODUCTS (INCLUDING ANY WARRANTY EXTENDED IN CONNECTION THEREWITH) SHALL BE LIMITED TO THE AMOUNT EQUAL TO THE AMOUNTS PAID BY CUSTOMER FOR THE APPLICABLE PRODUCT(S). IN NO EVENT SHALL ENLIGHTED BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY ANYONE. IN NO EVENT SHALL ENLIGHTED BE LIABLE TO CUSTOMER OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES (AND, DAMAGE TO OR LOSS OF USE OF ANY PRODUCT, LOST SALES OR PROFITS, OR DAMAGES OR LOSSES DUE TO A DELAY OR FAILURE TO PERFORM ANY WARRANTY OBLIGATION UNDER THESE TERMS OR ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF ANY PRODUCT(S)), HOWEVER CAUSED, ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE) AND WHETHER OR NOT ENLIGHTED HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.**

The limitations HEREIN shall also apply in favor of Enlighted's suppliers and resellers. It is expressly agreed by Customer that Product(s) are not designed for use in hazardous environments requiring fail-safe performance, including operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, and life support or weapons systems, or any other system whose failure could lead to injury, death, environmental damage, or mass destruction.

#### GOVERNING LAW; JURISDICTION:

The Terms of sale between Enlighted and Customer will be governed by and construed in accordance with the laws of the State of California and applicable United States federal law, without reference to "conflicts of laws" provisions or principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The parties hereby agree that any dispute relating to these Terms or the Product(s) shall be subject to the exclusive personal jurisdiction and venue of the federal or state court of competent jurisdiction sitting in Santa Clara County, California, and the parties hereby consent to such jurisdiction and venue and waive any obligations thereto. No dispute or legal action arising under these Terms, may be brought by either party more than one (1) year after such cause of action accrued, except that an action for nonpayment may be brought within two (2) years of the date of the last payment.

#### MISCELLANEOUS

**NOTICE:** Any notice required to be given hereunder shall be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other:

|   |                        |
|---|------------------------|
| <b>If to Enlighted:</b>                                     | <b>If to Customer:</b> |
| <b>Attn: Accounts Receivable</b>                            | <b>Attn:</b>           |
| <b>3979 Freedom Circle, Suite 210 Santa Clara, CA 95054</b> | <b>Address:</b>        |

**ASSIGNMENT:** These Terms, together with any Orders, shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Customer may not assign these Terms, together with any Orders, in any respect, by operation of law or otherwise including without limitation upon a merger or acquisition of all or substantially all of Customer's stock or assets, without the prior written consent of Enlighted.

**FORCE MAJEURE:** In no event shall Enlighted be in default or otherwise liable for any delay in or failure of its performance of any of its obligations under these Terms if caused directly or indirectly by acts of God, fire, flood, strike or lockout or other labor dispute, accident, civil commotion, riot, war, governmental regulation or order, whether or not it later proves to be invalid, or from any other cause or causes (whether or not similar to any of the foregoing) beyond Enlighted's control.

**WAIVER; SEVERABILITY:** In the event of any default by Customer, Enlighted may decline to make further shipments without being in breach of these Terms. If Enlighted elects to continue to make shipments, Enlighted's action shall not constitute a waiver of any default or in any way affect Enlighted's remedies. In addition, either party's waiver of any one provision under these Terms does not constitute as a waiver of any other provision. If any provision of these Terms is held to be illegal, invalid or unenforceable, then (i) such provision shall be reformed so as to cure or remove such defect and if not reformed shall be severed, (ii) the legality, validity and enforceability of the remaining provisions of these Terms shall not be affected or impaired, and (c) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the severed provision. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**LEGAL COMPLIANCE:** Customer at all times shall comply with all applicable federal, state, local, and foreign laws and regulations.

**GOVERNMENT CONTRACTS:** Customer represents and warrants to Enlighted that none of the Product(s) will be used in the performance of, or in connection with, any contract with the U.S. government or any of its agencies, departments, officers or other authorities.



**ENTIRE AGREEMENT; AMENDMENTS:** These Terms, together with any Orders and any invoices issued by Enlighted pursuant to these Terms, constitute the entire agreement between the parties and supersedes all prior or contemporaneous communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of these Terms. Captions and headings in these Terms are included for convenience of reference only and shall not affect the interpretation of these Terms. No change or modification to these Terms shall be effective unless specifically agreed to by the parties in a signed, written amendment.

**REMEDIES CUMULATIVE:** All rights, remedies and powers of the parties under this Agreement are cumulative, and the statement or description of any right, remedy, or power shall not limit or exclude any others provided or available to the parties, and may be pursued or enforced in any manner or order, all without election of remedy or other restriction.