

## **SKYWARE TECHNOLOGIES TERMS AND CONDITIONS OF SALE**

The terms and conditions detailed herein (“Agreement”) apply to your (“Customer”) purchase from Skyware Technologies of Skyware Technologies hardware and/or software and Non-Skyware Technologies Branded Products as defined in Section 6 below (collectively the “Product(s)”), as well as Skyware Technologies services and support (“Services”). “Skyware Technologies” means the Skyware Technologies affiliate identified on the Quote, order acknowledgement, or invoice, or in the absence of an identified affiliate, then SATCOM Technology B.V. d/b/a Skyware Technologies. THIS AGREEMENT SHALL APPLY UNLESS CUSTOMER AND SKYWARE TECHNOLOGIES HAVE ENTERED INTO A SEPARATE SIGNED AGREEMENT APPLICABLE TO THE PURCHASE OF THE PRODUCTS OR SERVICES WHEREBY TERMS IN SUCH SEPARATE AGREEMENT SHALL SUPERSEDE ANY TERMS IN THIS AGREEMENT THAT WOULD OTHERWISE CONFLICT. By placing an order with Skyware Technologies, Customer agrees to be bound by the terms of this Agreement. SKYWARE TECHNOLOGIES EXPRESSLY OBJECTS TO AND REJECTS ANY TERMS AND CONDITIONS IN CUSTOMER’S PURCHASE ORDER OR OTHER SIMILAR DOCUMENT. IF YOU DO NOT AGREE WITH THESE TERMS, PROMPTLY NOTIFY SKYWARE TECHNOLOGIES AND RETURN THE PRODUCT UNUSED IN ITS ORIGINAL PACKAGING TO SKYWARE TECHNOLOGIES.

**1. PRICES AND ORDERS.** Prices are set forth in the quotation issued to Customer (“Quote”). All Quotes expire thirty (30) days from date of issuance, unless otherwise stated in the Quote. All orders for Skyware Technologies Products submitted by Customer shall be initiated by a purchase order sent to Skyware Technologies and requesting a delivery. All orders are subject to acceptance at the sole discretion of Skyware Technologies. Orders will be considered accepted once Skyware Technologies books an order and sends Customer a sales order acknowledgement. Skyware Technologies shall not be bound by changes to or cancelation of an order unless agreed by Skyware Technologies in writing. Once accepted by Skyware Technologies, orders are binding and Customer is liable for payment of the full amount indicated in the purchase order. Skyware Technologies reserves the right to cancel any order if any information provided by Customer to Skyware Technologies is inaccurate.

**2. PAYMENT AND INVOICING.** Unless other payment terms are agreed by the parties in writing, payment is due within thirty (30) days from the date of invoice (“Invoice Date”). Payment shall be in US dollars.

If there are multiple units in an order, each unit will be invoiced when shipped. All sums not paid when due shall accrue interest daily at a monthly rate of the lesser of 1.5% or the highest rate permissible by law. Customer shall reimburse Skyware Technologies for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under this Agreement or at law (which Skyware Technologies does not waive by the exercise of any rights hereunder), Skyware Technologies shall be entitled to suspend the delivery of any Products if Customer fails to pay any amounts when due hereunder and such failure continues for fourteen (14) days following written notice thereof.

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

**3. DELIVERY, TITLE and RISK OF LOSS.** Shipping terms will be specified in the Quote or sales order acknowledgement. Title and risk of loss to Products shall pass to Customer upon shipment from Skyware Technologies, its warehouses, or its affiliated companies; provided however, Skyware Technologies retains a security interest and right of possession in the Products, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing, until Customer makes payment in full. Customer will select a carrier and arrange shipment. Customer is responsible for all shipping and handling, including fees, customs, formalities and clearance. Shipment dates provided by Skyware Technologies are estimates only, and Skyware Technologies shall have no liability for losses or claims resulting from late delivery of Products. Claims for shipment shortage shall be deemed waived unless presented to Skyware Technologies in writing within forty-five (45) days of Invoice Date.

**4. INSPECTION AND REJECTION OF NON-CONFORMING PRODUCTS.** Customer shall inspect the Products within ten (10) days of receipt ("Inspection Period"). Customer will be deemed to have accepted the Products unless it notifies Skyware Technologies in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by Skyware Technologies. "Nonconforming Products" means only the following product shipped is different than identified in Customer's purchase order.

If Customer notifies Skyware Technologies of any Nonconforming Products during the Inspection Period, Skyware Technologies shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the Price for such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer shall ship, at its expense and risk of loss, the Nonconforming Products to a facility specified by Skyware Technologies. If Skyware Technologies exercises its option to replace Nonconforming Products, Skyware Technologies shall, after receiving Customer's shipment of Nonconforming Products, ship to Customer, at Skyware Technologies' expense, the replaced Products.

Customer acknowledges and agrees that the remedies set forth in this Section 4 are Customer's exclusive remedies for the delivery of Nonconforming Products. Except as provided under this Section 4, all sales of Products to Customer are made on a one-way basis and Customer has no right to return Products purchased under this Agreement to Skyware Technologies.

**5. TAXES.** Prices exclude, and Customer is responsible for, any sales, use, service, value added, and like taxes ("Taxes") arising from the purchase of the Products and Services. If Customer is exempt from any Taxes, it must provide Skyware Technologies with the appropriate tax exemption documentation at the time the order is placed.

**6. NON-SKYWARE TECHNOLOGIES BRANDED PRODUCTS.** Non-Skyware Technologies Branded Products that Skyware Technologies resells may not be testable or repairable by Skyware Technologies, and it may be necessary for Customer to contact the manufacturer or the

publisher for service. Skyware Technologies does not warrant, has no obligation to support, and shall have no liability for Non-Skyware Technologies Branded Products. The Limited Warranty and Skyware Technologies Intellectual Property Liability sections of this Agreement do not apply to the sale and purchase of Non-Skyware Technologies Branded Products. “Non-Skyware Technologies Branded Product(s)” means any third-party product or service that Skyware Technologies sells, but does not carry a Skyware Technologies mark.

**7. SERVICES.** Services provided by Skyware Technologies are also subject to any service agreements or statements of work agreed upon in writing by the parties.

**8. RETURN POLICY.** All sales are final. Under certain circumstances, Skyware Technologies may, in its sole discretion, accept returns of Products.

**9. LIMITED WARRANTY.** Skyware Technologies provides a limited warranty that its Products will be free of defects in materials and workmanship that cause the Products to fail to substantially conform to the applicable Skyware Technologies published specifications. The warranty terms are set forth in the document entitled “Skyware Technologies Limited Warranty” which is also available at [www.skywaretechnologies.com/legal](http://www.skywaretechnologies.com/legal).

**10. NO OTHER WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND AND SKYWARE TECHNOLOGIES DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. SKYWARE TECHNOLOGIES DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SKYWARE TECHNOLOGIES DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

**11. WARNING AND CUSTOMER INDEMNITY.** CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT PRODUCTS AND SERVICES ARE NOT DESIGNED, MANUFACTURED, OR TESTED FOR USE IN LIFE OR SAFETY CRITICAL SYSTEMS, HAZARDOUS ENVIRONMENTS OR ANY OTHER ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING IN THE OPERATION OF NUCLEAR FACILITIES; AIRCRAFT NAVIGATION; AIR TRAFFIC CONTROL SYSTEMS; LIFE SAVING OR LIFE SUSTAINING SYSTEMS OR SUCH OTHER MEDICAL DEVICES; OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE PRODUCT OR SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, SEVERE PROPERTY DAMAGE OR ENVIRONMENTAL HARM (COLLECTIVELY, “HIGH-RISK USES”). FURTHER, CUSTOMER MUST TAKE PRUDENT STEPS TO PROTECT AGAINST PRODUCT AND SERVICE FAILURES, INCLUDING PROVIDING BACK-UP AND SHUT-DOWN MECHANISMS. SKYWARE TECHNOLOGIES EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS OF THE PRODUCTS OR SERVICES FOR HIGH-RISK USES. CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD SKYWARE TECHNOLOGIES HARMLESS FROM ANY

AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, INCLUDING, LAWSUITS, ARBITRATIONS, AND/OR ADMINISTRATIVE ACTIONS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS AND SERVICES FOR ANY HIGH-RISK USES, INCLUDING CLAIMS FOR PRODUCT LIABILITY, PERSONAL INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY, REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF SKYWARE TECHNOLOGIES.

**12. SYSTEM AND APPLICATION RESPONSIBILITY AND ADDITIONAL INDEMNITY.** CUSTOMER ACKNOWLEDGES THAT IT IS ULTIMATELY RESPONSIBLE FOR VERIFYING AND VALIDATING THE SUITABILITY AND RELIABILITY OF THE PRODUCTS OR SERVICES WHENEVER THE PRODUCTS OR SERVICES ARE INCORPORATED IN ITS SYSTEM OR APPLICATION, INCLUDING THE APPROPRIATE DESIGN, PROCESS, AND SAFETY LEVEL OF SUCH SYSTEM OR APPLICATION. FURTHER, CUSTOMER MUST TAKE PRUDENT STEPS TO PROTECT AGAINST PRODUCT AND SERVICE FAILURES WHEN PRODUCTS AND SERVICES ARE INCORPORATED IN A SYSTEM OR APPLICATION, INCLUDING PROVIDING BACK-UP AND SHUT-DOWN MECHANISMS. CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD SKYWARE TECHNOLOGIES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, INCLUDING LAWSUITS, ARBITRATIONS, AND/OR ADMINISTRATIVE ACTIONS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF CUSTOMER'S INCORPORATION OF THE PRODUCTS OR SERVICES INTO ITS SYSTEM OR APPLICATION, REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF SKYWARE TECHNOLOGIES.

**13. CUSTOMER INDEMNIFICATION.** To the fullest extent permitted by law, Customer shall indemnify, defend and hold Skyware Technologies, including Skyware Technologies' partners, officers, directors, agents, employees, subsidiaries, affiliates, parents, successors and assigns, harmless from and against any damages, claims, suits, actions, causes of action, demands, liabilities, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) as a result of or arising from: (a) Customer's modification(s) of and/or addition(s) to Products; (b) Customer's breach of this Agreement or intentional misconduct by Customer, or (c) any representations or warranties made by Customer which exceed the scope of the representations or warranties made by Skyware Technologies to Customer hereunder or contradict the documentation and/or information made available to Customer by Skyware Technologies regarding specifications, performance and intended use of the Products. Skyware Technologies (or other indemnified person) may not settle an indemnified claim without Customer's prior consent, provided that such consent is not unreasonably withheld or delayed. Neither party will publicize or permit any third party to publicize the settlement of any such claim or allegation without the other party's prior written consent.

**14. INTELLECTUAL PROPERTY LIABILITY.** Skyware Technologies agrees to defend any third-party claim that alleges the Products or Services infringe any U.S. patent, copyright, or trademark ("Claim"). Customer shall notify Skyware Technologies immediately upon learning of any Claim, or any allegation that the grounds for a Claim may exist, shall grant Skyware Technologies sole control over the defense and settlement of the Claim, and shall cooperate fully

with Skyware Technologies in preparing a defense for any Claim. Skyware Technologies agrees to pay any final judgment or settlement resulting from any Claim, provided that the settlement is entered into in accordance with this Section. Skyware Technologies shall not be liable for a settlement made without its prior written consent. Notwithstanding the foregoing, Skyware Technologies shall have no obligation under this Section for any claim relating to or arising from (a) Customer's modifications of Products or Services; (b) failure to use Products or Services in accordance with the applicable documentation provided by Skyware Technologies; (c) the combination, operation, or use of Products or Services with any hardware, software or service not provided by Skyware Technologies; (d) the compliance of Skyware Technologies with Customer's specifications or directions, including the incorporation of any software or other materials provided by or requested by Customer; or (e) Non-Skyware Technologies Branded Products.

The foregoing states the Customer's sole remedy for, and the entire liability and responsibility of Skyware Technologies for, infringement of any patent, trademark, or copyright or other intellectual property rights. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

In any event, if Skyware Technologies believes in its reasonable opinion the Products or Services may be alleged to be infringing, for the purposes of mitigating any potential damages, Skyware Technologies may, at its option, (i) procure for the Customer the right to continue to use the Products or Services; (ii) replace them with comparable Products or Services that are free of such infringement; or (iii) refund the fees paid by Customer, in which case Customer shall promptly return the Products to Skyware Technologies and/or terminate the use of the Services.

**15. PROPRIETARY RIGHTS.** Skyware Technologies reserves all right, title, and interest in any intellectual property rights contained or embodied in Products, or resulting from the Services, including any custom developments created or provided by Skyware Technologies under this Agreement. Nothing in this Agreement will be deemed to grant to Customer any ownership rights in such intellectual property. Customer may not create derivative works based on the Products and may not decompile, disassemble or reverse engineer the Products, or any component thereof. Customer will ensure that all proprietary notices affixed to or displayed on the Products will not be removed or modified.

**16. LIMITATION OF LIABILITY.** SKYWARE TECHNOLOGIES SHALL NOT BE LIABLE FOR (I) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS OR SERVICES; OR (II) ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH: (A) PRODUCTS OR SERVICES NOT BEING AVAILABLE FOR USE, INCLUDING ANY COSTS OF OBTAINING SUBSTITUTE PRODUCTS OR SERVICES; (B) LOSS OF, CORRUPTION OF, OR LOSS OF USE OF ANY PRODUCTS OR DATA; (C) LOSS OF REVENUE, PROFIT, OR BUSINESS OPPORTUNITY; (D) BUSINESS INTERRUPTION OR DOWNTIME; OR (E) INABILITY TO ACHIEVE A PARTICULAR RESULT, EVEN IF IT IS AT SUGGESTION MADE BY SKYWARE TECHNOLOGIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF SKYWARE TECHNOLOGIES ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS OR SERVICES, SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO SUCH

CLAIM. THIS SECTION: (1) APPLIES TO SKYWARE TECHNOLOGIES AND ITS LICENSORS, DISTRIBUTORS, AND SUPPLIERS (INCLUDING ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS), (2) REFLECTS AN ALLOCATION OF RISK BETWEEN SKYWARE TECHNOLOGIES AND CUSTOMER IN VIEW OF THE PURCHASE PRICE OF THE PRODUCTS AND SERVICES, (3) APPLIES EVEN IF SKYWARE TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF SKYWARE TECHNOLOGIES, AND (4) REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS UNENFORCEABLE OR FAILS OF ITS ESSENTIAL PURPOSE, THE SOLE LIABILITY OF SKYWARE TECHNOLOGIES TO CUSTOMER SHALL BE LIMITED TO \$50,000 (USD).

**17. FORCE MAJEURE.** Skyware Technologies shall not be responsible for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of nature or governments; interruptions of telecommunications, power or transportation; failure of contractors or suppliers; or inability to obtain necessary labor or materials (“Force Majeure Event”). In the event of a Force Majeure Event, Skyware Technologies reserves the right to cancel the applicable order without any liability to Customer.

**18. CONFIDENTIALITY.** All non-public, confidential or proprietary information of Skyware Technologies, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Skyware Technologies to Customer, 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 this Agreement is confidential, solely for the use of performing this Agreement and may not be used, disclosed or copied unless authorized in advance by Skyware Technologies in writing. Upon Skyware Technologies’ request, Customer shall promptly return all documents and other materials received from Skyware Technologies. Skyware Technologies shall 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 Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

**19. EXPORT AND SANCTIONS LAWS AND COMPLIANCE.** Products (which, for purposes of this Section, shall include the technology incorporated in or supplied with a Product and Service) purchased from Skyware Technologies are subject to control under the U.S. Export Administration Regulations (15 CFR Part 730 et. seq.) administered by the U.S. Department of Commerce’s Bureau of Industry and Security (“BIS”) ([www.bis.doc.gov](http://www.bis.doc.gov)) and other applicable U.S. export control laws and sanctions regulations, including those administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) ([www.treas.gov/ofac](http://www.treas.gov/ofac)). In addition, Products distributed from Skyware Technologies’ distribution center in Europe are subject to control under the European Union (“EU”) Council Regulation No. 428/2009 and their export or intra-EU transfer may also be subject to additional licensing requirements under European Union Council Regulation No. 428/2009 and its implementing regulations. Products may not be exported or re-exported to any country where sanctions are imposed by the U.S. government (which currently includes Cuba, Iran, North Korea, Republic of Sudan and Syria but which may be modified by the

U.S. government from time to time). Customer agrees it will comply with the export laws and trade sanctions of all applicable countries and will not export, re-export or transfer Products purchased from Skyware Technologies without the required license(s), including an export or re-export license issued by the U.S. authorities, or to any prohibited destination or for a prohibited end-use. Products may also require export license(s) issued by the applicable authorities before being returned to Skyware Technologies. The issuance of a Quote, a sales order acknowledgment, or an RMA by Skyware Technologies is not an export license. Customer represents and warrants it is not ineligible or otherwise restricted by U.S. or applicable law to receive Products and it will not export, re-export, or provide Products to any person or entity on OFAC's List of Specially Designated Nationals or on BIS's Denied Persons List, Entity List or Unverified List or any other applicable restricted party list. Skyware Technologies reserves the right to refuse and/or cancel any order if, at any time, Skyware Technologies believes that any export controls or trade sanctions laws may be violated. Customer shall indemnify Skyware Technologies from and against any and all violations of this provision.

**20. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York, U.S.A., without regard to principles of conflicts of laws. The parties submit to the personal jurisdiction of the state and federal courts in the State of New York. The parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Products will not apply to this Agreement.

**21. LIMITATION PERIOD.** SKYWARE TECHNOLOGIES SHALL NOT BE LIABLE FOR ANY CLAIM ARISING UNDER THIS AGREEMENT BROUGHT MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION FOR SUCH CLAIM FIRST AROSE.

**22. UPDATES.** Skyware Technologies reserves the right to update this Agreement at any time, effective upon posting an updated version at [www.skywaretechnologies.com/legal](http://www.skywaretechnologies.com/legal); however, the terms and conditions in effect at the time of purchase shall apply to that purchase of Products or Services.

**23. TERMINATION.** In addition to any remedies that may be provided under this Agreement, Skyware Technologies may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement and such failure continues for seven (7) days after Customer's receipt of written notice of nonpayment]; (ii) has not otherwise performed or complied with any of this Agreement, in whole or in part; 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.

**24. DEFAULT.** In the event of a breach of this Agreement by Customer, Skyware Technologies shall be entitled to its reasonable expenses, including attorney's fees, in enforcing its rights with respect to such default.

**25. GENERAL TERMS.** This Agreement, and any terms incorporated herein by reference, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether written or oral, with respect to that subject matter. Customer acknowledges reading this Agreement, understands these terms, and agrees to be bound by them. This Agreement may not be altered, supplemented, or amended by the use of any other document unless otherwise agreed in writing by Skyware Technologies. No delay

or failure by Skyware Technologies to exercise any right it has under this Agreement shall impair or be construed as a waiver of such right. A waiver of any provision of this Agreement must be in writing and shall not be construed as a waiver or modification of any other term hereof, or as a continuing waiver of any provision. The term 'including' as used in the Agreement should be construed as 'including without limitation'. If any part, term, or provision of this Agreement is held illegal, unenforceable, or in conflict with any applicable and enforceable law, the validity of the remaining portions or provisions of this Agreement shall not be affected. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties with respect to this Agreement.

*October 7, 2014*