

## Terms and Conditions of Sale

- 1. SELLER'S TERMS AND CONDITIONS.** The terms and conditions set forth herein (the "Terms and Conditions") govern the sale of all products ("Products") by Space Age Electronics, Inc. or any of its affiliates or related entities ("Seller") as well as by third party vendors and/or service providers of Seller. The sale of all Products are subject to all of the Terms and Conditions and upon no other terms and conditions, except as expressly agreed to in writing by Seller. These Terms and Conditions take precedence over Buyer's terms and conditions, if any, which are expressly rejected even if Buyer's terms and conditions are supplemental in nature. Seller's acceptance of Buyer's order is expressly made conditional upon Buyer's assent to the Terms and Conditions and Seller objects to any terms or conditions at variance with, different from or additional to the Terms and Conditions, unless such terms are set forth in a writing signed by a corporate officer of Seller. Any amendment to or any waiver, modification or deletion of, any of the Terms and Conditions shall be ineffective unless such amendment, waiver, modification or deletion is set forth in a writing signed by a corporate officer of Seller.
- 2. BUYER'S ACCEPTANCE OF SELLER'S TERMS.** Buyer's acceptance of the Terms and Conditions shall be conclusively presumed by: (a) Buyer's submission of a credit application to Seller; (b) Buyer's execution of any other document containing the Terms and Conditions; (c) Buyer's receipt of an order acknowledgement from Seller; or (d) Buyer's acceptance of delivery of any Products. Buyer may not assign any of its rights with regard to the purchase of the Products without the prior written consent of Seller.
- 3. WEBSITE REGISTRATION.** By registering for access to Seller's website, user confirms that they are an authorized signatory of Buyer. All orders are subject to the Terms and Conditions. If any Authorized Signatory leaves Buyer, Buyer is solely responsible for notifying Seller's customer service that the user's account should be terminated, and providing the registered user's email address. Seller's customer service will then terminate the account in Seller's online system.
- 4. PRODUCT SPECIFICATIONS.** Buyer is solely responsible for ensuring that all Products and specifications are in compliance with (a) all applicable requirements, including without limitation statutory and code requirements, and (b) requirements of any authority having jurisdiction over the Products, use of the Products and/or design of the Products. Buyer shall at all times remain solely responsible for the adequacy and accuracy of all information supplied by Buyer, notwithstanding any review by Seller or manufacture or delivery of the Products by Seller. Seller assumes no obligation or liability for any technical advice furnished to Buyer, including without limitation technical advice with respect to the use, design or manufacture of the Products, all such technical advice being given and accepted at Buyer's risk. Seller will not be liable for any damages of any kind arising out of or relating to the use of or the inability to use the information provided, including but not limited to any special, indirect, incidental or consequential damages, demurrage charges, cost of shipment, downtime, lost profits (whether direct or indirect), or lost sales, whether foreseeable or not, and even if Seller has been advised of the possibility of damages. Buyer shall defend, indemnify and hold Seller harmless from any and all claims arising from the purchase, use, or sale of the Products manufactured by Seller to meet Buyer's particular specifications or requirements, and from any related costs, attorneys' fees, expenses, or liabilities incurred by Seller therefrom. To the extent Products are manufactured to specifications provided or approved by Seller, Seller warrants and represents that: (x) the Products will be fit for the purpose for which they are used; (y) the Products will conform to all standards prescribed by (i) any authority having jurisdiction over the Products, and (ii) law, including, without limitation, all requirements of the Occupational Safety and Health Act of 1970, as amended; and (z) manufacture and

sale of such Products by Seller will not be unlawful or result in any infringement or alleged infringement of any third party intellectual property rights.

5. **PRICES.** All prices shall be adjusted to conform to Seller's prices in effect as of the date of shipment. All prices proposed by Seller to Buyer are confidential information of Seller, and Buyer shall take all reasonable actions to keep such prices confidential. Disclosure of Seller's prices to any third party for any reason whatsoever (other than as required by law or directly in connection with purchase of materials hereunder) is expressly prohibited. Buyer shall be liable for any loss to Seller or commercial gain by others from unauthorized use of confidential information resulting from Buyer's failure to comply with this provision.
6. **TAXES.** Unless otherwise set forth in writing by Seller, Seller's prices do not include any taxes due or payable on account of the transactions between Buyer and Seller, and all such taxes (including federal, state and local sales, excise and value added, goods and services taxes) shall be paid by Buyer. Buyer agrees to indemnify and hold Seller harmless for any liability for taxes, including penalties and interest thereon.
7. **PAYMENT.** Buyer agrees to pay for all Products or other materials purchased from Seller in accordance with the payment terms as noted on Seller's invoice in full without set-off, counterclaim or withholding of any kind. If payment terms are not noted on Seller's invoice, terms of payment shall be net thirty (30) days from the date of invoice. If payment is not made when due, Buyer agrees to pay a service charge on the amount past due at the rate of 1½% per month (18% per annum) or the maximum lawful rate, whichever is less. If Buyer requests that Seller delay delivery or manufacturing of the Products, Buyer agrees to pay a service charge at the rate of 1½% per month (18% per annum) or the maximum lawful rate, whichever is less, for the period of time of the requested delay.
8. **SHIPPING AND RISK OF LOSS.** All sales are made F.O.B. Point of Shipment unless otherwise agreed to in writing by Seller. Unless otherwise agreed in writing, Seller may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges. In all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon Buyer. All items shown as "Freight Allowed" pertain to particular items and quantities. Any deviation after placement of order, including but not limited to changes in quantity or partial releases, will be subject to a price increase and/or additional freight charges. All labor or mechanical facilities required to unload shall be provided by Buyer without any cost to Seller. If Buyer desires to pick up the Products at Seller's facility, Buyer must contact Seller to arrange a mutually convenient time for pick up.
9. **DELIVERY.** Any and all delivery dates given by Seller prior to shipment constitute estimates only. Seller will make a good faith effort to complete delivery of the Products as indicated by Seller in writing, but Seller assumes no responsibility or liability and Seller will not accept any back charges for losses or damages due to delay or inability to deliver.
10. **DELAY.** Seller is not liable for failure to fulfill its obligations or for delays in delivery due to causes beyond Seller's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing Seller from performance and barring remedies for non-performance. In an event of force majeure condition, Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Seller to any liability or penalty. Seller may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to Buyer.
11. **VARIATION IN GOODS.** All Products sold by Seller are subject to normal variations in weight, color, size, quantities, etc., as are standard in the trade.
12. **STORAGE FEES.** If Buyer postpones delivery for more than thirty (30) days, Buyer agrees to pay reasonable storage fees.

13. **SHORTAGES AND/OR DEFECTIVE OR DAMAGED PRODUCTS.** Any claim for alleged shortages and/or defects or damage to Products received by Buyer from Seller must be reported by Buyer to Seller in writing within five (5) days of receipt of the Products. After such five (5) day period, Buyer shall be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer shall not have any right to reject the Products or to revoke acceptance for any reason. Buyer hereby agrees that such five (5) day period is a reasonable amount of time for such inspection and revocation.
14. **CANCELLATION AND RETURNS.** Buyer may not cancel any order for Products or return any Products without Seller's written authorization, in Seller's sole discretion. Any cancellations or returns authorized by Seller shall be subject to a cancellation or return charge of at least fifteen percent (15%) of the total amount due to Seller. The amount of credit, if any, allowed to Buyer for cancelled orders or returned Products shall be at the sole discretion of Seller. Used Products, goods, processed material or specially manufactured Products or materials may not, under any circumstances, be returned to Seller. In the event Buyer cancels any order or returns any Products without Seller's written consent, Seller shall be entitled to recover any and all losses, costs or damages suffered by Seller.
15. **EXCLUSION OF ALL EXPRESS AND IMPLIED WARRANTIES.** ALL PRODUCTS BEING SOLD HEREUNDER ARE BEING SOLD "AS IS." ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY TYPE AND KIND IN CONNECTION WITH THIS SALE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED IN ALL RESPECTS AND FOR ALL PURPOSES. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND WARRANTIES AGAINST LATENT DEFECTS, WHICH ARE EXPRESSLY DISCLAIMED. SELLER IS NOT THE MANUFACTURER OF THE PRODUCTS BEING SOLD HEREUNDER AND SELLER HAS NOT MADE ANY INDEPENDENT CHEMICAL OR PHYSICAL ANALYSIS OR ANY OTHER TYPE OF TEST ON ANY OF THE PRODUCTS WHATSOEVER. SELLER DOES NOT MAKE ANY REPRESENTATION AND DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY WITH REGARD TO THE CONTENT, ACCURACY, MANNER OR PREPARATION OF ANY GENERAL TRADE INFORMATION, THIRD PARTY CERTIFICATION OR REPORT SUPPLIED WITH THE PRODUCTS.
16. **BUYER'S ACKNOWLEDGMENT.** Buyer acknowledges that Buyer must conduct its own testing to ascertain the specific chemical and physical characteristics of the Products purchased from Seller. Buyer affirmatively states that Buyer is not relying on any representation, warranty or promise from Seller in connection with this transaction. Seller assumes no obligation or liability for any technical advice furnished to Buyer, including without limitation technical advice with respect to the use of the Products, all such technical advice being given and accepted at Buyer's risk. Seller will not be liable for any damages of any kind arising out of or relating to the use of or the inability to use the information provided.
17. **LEGAL ACTION.** All actions filed by Buyer against Seller arising out of or related to this transaction, whether based on contract, tort or any other legal theory of recovery, must be commenced within the earlier to occur of (i) the applicable statutory period, or (ii) one (1) year from the date of Seller's invoice.
18. **BUYER'S EXCLUSIVE REMEDY/SELLER'S LIMIT OF LIABILITY.** BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ABSOLUTE LIMIT OF LIABILITY IN CONNECTION WITH ANY LAWSUIT, CLAIM OR CAUSE WHATSOEVER DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF THIS TRANSACTION, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY OF RECOVERY, SHALL IN ALL CASES BE STRICTLY LIMITED, AT SELLER'S SOLE OPTION, TO EITHER: (a) REIMBURSING BUYER FOR BUYER'S ACTUAL DIRECT DAMAGES BUT IN NO EVENT IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCTS PURCHASED IN SUCH TRANSACTION; OR (b) REPLACING ANY ALLEGED NONCONFORMING PRODUCTS AT THE ORIGINAL POINT OF DELIVERY. AS A CONDITION PRECEDENT TO SELLER'S OBLIGATION TO REIMBURSE THE PURCHASE PRICE OR REPLACE THE PRODUCTS, BUYER MUST ASSIST SELLER IN ALL RESPECTS IN ITS INVESTIGATION OF THE BASIS AND LEGITIMACY OF ANY SUCH CLAIMS. BUYER

ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH HEREIN ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES EVEN IF SUCH REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE FOR ANY REASON WHATSOEVER. IN NO EVENT SHALL SELLER BE LIABLE FOR LOSS OF PROFITS OR REVENUE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEADS, BUSINESS INTERRUPTION COST, INTELLECTUAL PROPERTY INFRINGEMENT, LOSS OF CONTRACTS OR ORDERS, OR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE TO BUYER OR ANY THIRD PARTY AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED.

19. **HAZARDOUS ACTIVITIES.** Unless otherwise agreed in writing by a corporate officer of Seller, Products sold hereunder are not intended for use in connection with any hazardous activity or any other critical application where failure of a single component could cause substantial harm to persons or property. If so used, Seller disclaims all liability for any damage, contamination or other injury and Buyer shall indemnify and hold Seller harmless from such liability, whether as a result of breach of contract, warranty, tort (including negligence) or any other legal theory of recovery.
  
20. **IMPROPER USE AND INDEMNITY.** Buyer shall indemnify, defend, and hold Seller harmless from any claim, liability, damages, lawsuits, and costs (including attorney's fees), whether for personal injury, property damage or other, brought by or incurred by Buyer, Buyer's employees, or any other person, arising out of (i) Buyer's breach of its obligations hereunder, (ii) use of the Products purchased from Seller, (iii) improper selection, (iv) improper application, or (v) misuse of Products purchased by Buyer from Seller.
  
21. **PATENT, INTELLECTUAL PROPERTY, INFRINGEMENT.** Buyer represents and warrants that any matter it furnishes for performance of services by Seller does not infringe any patent, copyright, trademark or other intellectual property rights of any third party. If any Products are furnished by Seller to Buyer's specifications, Buyer shall defend, indemnify and hold harmless Seller and its officers, directors, employees, agents, shareholders, affiliated companies, and their respective successors and assigns from or against any and all claims, liabilities, fines, penalties, fees, costs and expenses, including, without limitation, reasonable attorney's fees and other litigation costs, resulting from or in connection with any claim of patent, copyright, trademark or other intellectual property right infringement related to the production of such Products.
  
22. **WORK PRODUCT.** Seller owns and shall own all right, title and interest in and to all Work Product (as defined in the [Work Product Terms and Conditions](#)) including if Buyer cancels any order for specially manufactured Products. Buyer irrevocably transfers and assigns to Seller all right, title and interest in and to all Work Product, including (a) all copyrights, (b) all rights to apply for U.S. and foreign patents and applications, (c) all goodwill associated with any trademarks, service marks, logos, trade dress and trade names included in any Work Product, (d) the ability to enforce rights in the Work Product against past, present and future infringers and retain all recoveries relating thereto, and (e) all other intellectual property rights in and to the Work Product. Buyer further agrees that Buyer shall perform any and all actions requested by Seller necessary for Seller to obtain or perfect its ownership of Work Product or related intellectual property rights, applications or registrations. To the maximum extent permitted by applicable law, Buyer hereby waives all moral rights, for all time and for all purposes, in the Work Product. Buyer shall not file a patent, trademark or copyright application or other type of protection on any portion of the Work Product or any aspect thereof in any name (including Buyer's own name) anywhere in the world. Nothing shall be construed as giving Buyer any license or other right under any patent, patent application, trademark, copyright, or any other intellectual property right owned by Seller or any of its affiliates. Seller may, at any time, in its sole discretion, use the Work Product for any purpose whatsoever, including without limitation for the benefit of any other customer of Seller or any third party.
  
23. **CREDIT APPROVAL.** The performance of any work and all shipments shall be subject to the approval of Seller's Credit Department. Seller, in its sole discretion, may, at any time and for any reason, decline

to perform any work or make any shipment, prior to the receipt of payment or adequate assurances of payment. If Buyer fails to make each payment when due, Seller reserves the right, in Seller's sole discretion, to change or withdraw credit terms and thereby suspend or cancel performance under any or all purchase orders or agreements in which Seller has extended credit to Buyer. In the event of default by Buyer, Seller shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorneys' fees, court costs and fees, and collections costs.

- 24. EXPORT CONTROL:** Buyer certifies that it will be the recipient of the Products to be delivered by Seller. Buyer understands that the associated hardware, software, and/or technical data listed on their Purchase Order includes items that are governed by the U.S. Export Administration Regulations ("EAR"), by the U.S. Foreign Assets Control Regulations ("OFAC") and the International Traffic in Arms Regulations ("ITAR"). Buyer understands that its sale or distribution of said Products may constitute exports or re-exports, and as such, must be in accordance with the requirements administered by Bureau of Industry and Security, Department of Treasury, and Department of State. It is understood that the country of ultimate destination, commodity classification, end-user, or end-use for any said Products, could affect the applicable license requirements and exportability. Buyer agrees to consult various resources, such as the EAR, ITAR, and OFAC, by the U.S. Department of Commerce's Bureau of Industry and Security's ("BIS") Export Counseling Division, and other appropriate Government Sources to ensure that the sales and distribution of said Products, is processed in accordance with all applicable laws. Seller will not transfer any export-controlled Products to a "non-U.S. Person" without the proper authority of the United States Government, and Buyer's written approval.
- 25. DISPUTE RESOLUTION.** Buyer and Seller will attempt in good faith to resolve promptly any dispute arising out of these Terms and Conditions. If a dispute should arise, Buyer and Seller agree to submit the dispute to mediation. Buyer and Seller further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties. Buyer and Seller agree that the entire mediation procedure will be confidential. Buyer or Seller must give written notice of their desire to commence mediation, and a mediation session must take place within forty-five ( 45) days after the date such notice is given. The mediation shall be attended by representatives of each party with authority to resolve the dispute, and counsel for the parties shall not attend the mediation unless otherwise agreed to by the parties. Buyer and Seller will jointly appoint a mutually acceptable and neutral mediator. If Buyer and Seller are unable to agree upon the appointment of a mediator within seven (7) days after notice of desire to mediate is given, Buyer or Seller may apply to the American Arbitration Association for appointment of a mediator. The mediation shall be held in Worcester, Massachusetts. Buyer and Seller agree that the expenses of mediation shall be borne equally by both parties. Buyer and Seller agree that arbitration will not be used to settle a dispute arising out of or relating to this agreement or the breach thereof.
- 26. CONFIDENTIAL INFORMATION.** Any information that Buyer receives or otherwise have access to incidental to or in connection with these Terms and Conditions (collectively, the "Confidential Information"), shall be and remain the property of Seller. Confidential Information shall not include information which: (a) was in the possession of Buyer at the time it was first disclosed by Seller; (b) was in the public domain at the time it was disclosed to Buyer; (c) enters the public domain through sources independent of Buyer and through no breach of this provision by Buyer; (d) is made available by Seller to a third party on an unrestricted, non-confidential basis; (e) was lawfully obtained by Buyer from a third party not known by Buyer to be under an obligation of confidentiality to Seller; or (f) was at any time developed by Buyer independently of any disclosure by Seller. Buyer shall not disclose Confidential Information to any third party. In no event shall Buyer acquire any right, title or interest in and to any product or process information, including related know how, either existing or developed

during the course of the business relationship with Seller and Buyer, and in no event shall Seller acquire and right, title, or interest in and to any materials or information provided to it by Buyer.

27. **NON-WAIVER BY SELLER.** Any waiver of any term, provision or other condition by Seller, whether by conduct or otherwise, shall not be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition hereof.
28. **SOLVENCY.** Buyer hereby represents and warrants to Seller that Buyer is solvent (on a balance sheet basis) and has the unrestricted ability to pay its debts in the ordinary course of business as and when such debts are due and payable. Buyer also acknowledges and agrees that each purchase order or request from Buyer to Seller shall constitute a written reaffirmation of Buyer's representation of solvency as of the date of Buyer's request, which representation shall be deemed to grant to Seller the maximum right of reclamation available at law or in equity under either under the Commercial Code or any other applicable state law, or in any bankruptcy or insolvency proceeding.
29. **SET OFF.** Seller is authorized to apply any sums now or hereafter owed to Buyer or any entity affiliated with Buyer toward the payment of any monies due Seller hereunder.
30. **GOVERNING LAW.** This transaction shall be governed in all respects by the laws of the Commonwealth of Massachusetts. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts having authority over the territory of Worcester County, Massachusetts, for any litigation which may arise out of or be related to this Agreement or the purchase or use of the Products. Any action brought in any such court may not be transferred or removed to any other court. Buyer waives any objection based upon forum non-conveniens or any objection to venue of any such action.
31. **ATTORNEY'S FEES.** In the event that Seller institutes a legal proceeding against Buyer to collect any monies due Seller hereunder, or if Seller successfully defends any lawsuit instituted by Buyer, whether based on contract, tort or any another legal theory of recovery, then Seller shall be entitled to recover from Buyer, all of Seller's costs and expenses, including without limitation reasonable attorneys' fees.
32. **SEVERABILITY.** If any term or condition herein, or the application thereof to any person or circumstance, shall be deemed to be invalid or unenforceable, the remainder of these terms shall not be affected thereby, and all such terms, covenants or conditions shall be valid and shall be enforced to the fullest extent permitted by law.
33. **ENTIRE CONTRACT.** These terms and conditions constitute the entire understanding between the parties with respect to the terms governing the subject transaction and supersede all prior negotiations, discussions and preliminary agreements, if any. Except for representations set forth herein, neither party has relied on any promises or representations made by the other or any third party as an inducement to enter into the subject transaction.

## Work Product Terms and Conditions [click here for a printable pdf](#)

“Work Product” as used herein, means any of the following if conceived, made, discovered, written, or created by Seller, either alone or jointly with others (including Buyer), while performing the work hereunder (including specially manufactured Products for Buyer) whether or not through the use of confidential information of Seller: (a) works of authorship fixed in a tangible medium of expression now known or later developed (including all software, source code, programs), whether or not copyrightable or patentable; (b) any and all inventions, technology, know-how, processes, discoveries, ideas, improvements, designs, electrical hardware, mechanical hardware, software, commercial embodiments, trade secrets, items, information and concepts that have been or are conceived, authored, originated, or reduced to practice, in the case of any of the foregoing, whether or not copyrightable or patentable or susceptible to any other form of protection; (c) any and all other deliverables, prototypes, drawings, color schemes, trade dress, trademarks, service marks, logos, specifications, reports, models, schematics, diagrams, algorithms and other documentation and tangible things to the extent not already included in (a) or (b) above; and (d) all confidential information.

Seller owns and shall own all right, title and interest in and to all Work Product including if Buyer cancels any order for specially manufactured Products (as defined in the Terms and Conditions of Sale). Buyer irrevocably transfers and assigns to Seller all right, title and interest in and to all Work Product, including (a) all copyrights, (b) all rights to apply for U.S. and foreign patents and applications, (c) all goodwill associated with any trademarks, service marks, logos, trade dress and trade names included in any Work Product, (d) the ability to enforce rights in the Work Product against past, present and future infringers and retain all recoveries relating thereto, and (e) all other intellectual property rights in and to the Work Product. Buyer further agrees that Buyer shall perform any and all actions requested by Seller necessary for Seller to obtain or perfect its ownership of Work Product or related intellectual property rights, applications or registrations. To the maximum extent permitted by applicable law, Buyer hereby waives all moral rights, for all time and for all purposes, in the Work Product. Buyer shall not file a patent, trademark or copyright application or other type of protection on any portion of the Work Product or any aspect thereof in any name (including Buyer’s own name) anywhere in the world. Nothing shall be construed as giving Buyer any license or other right under any patent, patent application, trademark, copyright, or any other intellectual property right owned by Seller or any of its affiliates. Seller may, at any time, in its sole discretion, use the Work Product for any purpose whatsoever, including without limitation for the benefit of any other customer of Seller or any third party.

Buyer agrees to perform, at any and all times, all acts that Seller deems necessary or desirable to permit and assist Seller, at Seller’s expense, in obtaining, perfecting and enforcing the full benefits, enjoyment, rights and title throughout the world in, to and of the Work Product. To the extent any of the rights, title and interest in and to the Work Product cannot be assigned or licensed by Buyer to Seller, Buyer hereby irrevocably waives and agrees never to assert any such non-assignable and non-licensable rights, title and interest against Seller or any of Seller’s affiliates, successors or assigns. Buyer shall not at any time take, or induce any person or entity to take, any action or omission that would be inconsistent with or tend to diminish or impair the rights of Seller in and to any of the Work Product, and shall neither use any of the Work Product for any purpose whatsoever other than in connection with tasks or services performed on behalf of Seller, nor disclose any of the Work Product to any third party without Seller’s prior written consent.