

## **TERMS AND CONDITIONS AND LIMITED WARRANTY**

All quotations, products and services provided by Inovonics Corporation d/b/a Inovonics Wireless Corporation or its representatives ("Inovonics") to any customer, distributor, reseller, original equipment manufacturer, end-user or other purchaser ("Buyer") are furnished only on the terms and conditions herein ("Terms"). By ordering and accepting delivery of products and/or services ("Products") from Inovonics, Buyer agrees to and accepts these Terms and agrees that, unless modified by separate negotiated agreement as provided below, these Terms, together with the item, quantity, price, and similar terms as confirmed in Inovonics' written quotation, order acknowledgement and/or invoice, constitute the parties' entire agreement, superseding all other communications and documentation. Inovonics expressly rejects any different or additional terms, preprinted, web-based, or otherwise, contained or referenced in any purchase order or other documentation furnished by Buyer, whether before or after delivery of Products, even if receipt is acknowledged by signature or otherwise. **Modification of these Terms requires a separate negotiated agreement signed by an authorized officer of Inovonics.**

**QUOTATIONS & PRICES.** All prices are in US Dollars and, unless otherwise specified by Inovonics in a separate written agreement or quotation, are subject to change without notice. Quotations are valid only for the period stated therein and may be withdrawn at any time prior to acceptance. Quotations to non-U.S. Buyers are solicitations for offers to purchase. Clerical or typographical errors are subject to correction. Quoted prices and delivery dates are valid only for the quantities, terms, and payment schedule specified. Prices do not include any applicable taxes, tariffs, duties, or similar governmental fees or charges pertaining to the Products which, if paid by Inovonics, will be invoiced to and paid by Buyer unless Buyer provides an exemption certificate acceptable to the applicable taxing authority.

**ORDERS & ACCEPTANCE.** Orders must be presented in writing or other method acceptable to Inovonics and will be binding on Inovonics only when accepted by written or electronic acknowledgement. Inovonics reserves the right, without liability, to refuse any order, in whole or in part, or to specify an alternate delivery schedule if orders from all sources exceed its inventory or ability to deliver in its normal course of business. Inovonics may allocate available inventory and production in its sole discretion. Where orders are placed, acknowledged, and/or invoiced by electronic transmission, the data transmitted will be deemed "in writing" and "signed;" and any printout of electronic transmissions maintained in the ordinary course will be considered an "original" and admissible as between the parties to the same extent as other business records maintained in documentary form. Inovonics shall be entitled to assume that all persons placing orders on behalf of Buyer are authorized to do so and to accept these Terms.

**CHANGE & CANCELLATION.** Changes requested by Buyer after order acceptance must be submitted in writing and are subject to written acceptance by an authorized representative of Inovonics. Costs and/or delays resulting from such changes will be solely determined by Inovonics and binding on Buyer. Provided that Inovonics receives adequate written notice, Buyer may cancel or suspend performance of any order for Inovonics standard Products for convenience, subject to payment of Inovonics' associated costs, which may include, without limitation, special tooling, work-in-progress expenses, and costs or charges assessed by Inovonics' suppliers. Inovonics, with reasonable cause, may cancel or suspend performance of any order if Buyer fails to meet any of its obligations herein.

**PAYMENT TERMS.** For customers without approved credit terms, all orders require payment prior to shipment by COD, letter of credit, or other payment method approved by Inovonics. Credit terms, if any, require Inovonics' written approval and are measured from date of invoice. Deposits or down payments, if any, are non-refundable; no discount for early payment is authorized without Inovonics' written consent. Payment terms will not be affected by any delay in delivery, installation or acceptance. Partial shipments are billed as made and payable as set out above. Notwithstanding credit approval, Inovonics reserves the right to modify payment terms or require advance payment, letter of credit, or COD when, in the opinion of Inovonics, Buyer's financial condition or previous payment record so warrants. If Buyer is delinquent in any payment due, Inovonics in its discretion may exercise any and all remedies permitted by law, including set off, and may suspend production and/or institute credit hold procedures on all open orders. Future orders will not be confirmed until Buyer's account is brought current. A service charge not to exceed 1.5% per month may be charged on all past due balances, and if referred to an agent or attorney for collection, all costs and expenses of collection (including without limitation reasonable attorneys' fees) will be charged to Buyer's account, up to the maximum allowed by law.

**SHIPMENT & INSPECTION.** Inovonics will endeavor to deliver accepted orders promptly; it is understood, however, that projected delivery dates represent best current estimates only and Inovonics will have no liability for failure to perform within such dates. All deliveries are FCA Inovonics' facility (Incoterms 2010). Title will pass upon issuance of the carrier's bill of lading (subject to Inovonics' rights as an unpaid creditor) and, if not previously accepted, receipt of delivery by or on behalf of Buyer will constitute acceptance of these Terms. Buyer may specify the method of shipment and carrier; Inovonics will make such selections if Buyer fails to do so within a reasonable time prior to delivery. Products will be packaged for shipment in accordance with Inovonics' standard commercial practices, but Inovonics will not be responsible for loss or damage in transit. Buyer is responsible for payment of all freight, transportation, inspection, and insurance charges and any installation, special packaging, expediting, or other services requested by Buyer in addition to the Product price. Buyer must inspect all Products upon arrival and provide written notice to Inovonics, within ten (10) business days, of any claim for shortage or other

nonconformance. If Buyer fails to give timely notice, all Products will be deemed to conform to the order and deemed accepted. Use or resale of Products in any manner after delivery will also constitute acceptance, regardless of whether installation has occurred. Claims for loss or damage in transit should be made directly to the delivering carrier and will not affect Buyer's payment obligations to Inovonics. Acceptance of items tendered is final and irrevocable; any claims thereafter must be in accordance with Inovonics' Warranty, as set out below.

**RETURN POLICY.** Except in the case of valid Warranty claims, no returns will be accepted after 30 days or without a Return Material Authorization (RMA) number from Inovonics Technical Service. The RMA number is valid for 30 days from issuance and must appear on all shipping documents and related correspondence. Products returned without an RMA number may be returned to Buyer freight collect. Returned Products must be in the same condition as when they were shipped by Inovonics and in their original, unopened packaging. Products must be returned freight prepaid and properly boxed to prevent damage in transit. INOVONICS WILL NOT ACCEPT ANY C.O.D. PARCELS. Inovonics will inspect returned Products and issue any applicable credits based on the terms of this policy. For stock items returned, a restocking fee of up to twenty-five percent (25%) of the invoice price may be charged. Special order, build-to-print, end-of-life/last time buy, or custom Products are non-returnable. After 30 days, all sales are final.

**LIMITED WARRANTY.** Inovonics Products are warranted in accordance with the applicable limited warranty set out below ("Warranty"). The Warranty is effective only upon payment in full for the Product, extends only to the original Buyer, and may not be transferred to third parties, including end users of the Products ("Users"), by operation of law or otherwise. Inovonics' applicable Warranty shall be that in effect on the date of purchase, which Inovonics may alter or terminate in whole or in part for future sales at any time, without prior notice. No employee, agent, dealer, reseller, or other person is authorized to modify, vary, or extend the Warranty, nor to assume for Inovonics any other liability in connection with its Products.

**Limited Three (3) Year Warranty: Hardware Products.** Inovonics warrants that all Inovonics hardware Products will be free from defects in materials and workmanship under normal use in accordance with the applicable Documentation for a period of three (3) years from the date of manufacture stamped on or inside the Product or, if there is no such date stamp, for a period of three (3) years from date of invoice.

**Limited One (1) Year Warranty: Software Products.** Inovonics warrants that all Inovonics Software, when installed and used in accordance with the applicable Documentation, will perform substantially in accordance with the operational features of Inovonics' published Specifications (hereinafter defined) for a period of twelve (12) months from date of installation. Inovonics does not warrant that the function of the Software will meet Buyer's requirements or that operation will be uninterrupted or error free. Buyer and each User assumes responsibility for selecting the Software to achieve its intended results and for the use of and results obtained from the Software, and shall be responsible for providing and maintaining current back-ups and industry standard, updated, virus protection and firewall programs for all systems and data. Except as stated above, Software is provided "AS IS."

**Limited Remedy.** To exercise the Warranty, Buyer must obtain a Return Material Authorization ("RMA") Number from Inovonics Technical Support and return the Product, freight prepaid, to Inovonics' factory within the applicable Warranty period. Users may exercise Warranty claims only through an approved Inovonics channel partner, who will arrange all details of shipment. The RMA number is valid for 30 days from issuance and must appear on all shipping documents and related correspondence. Products returned without an RMA number may be returned to Buyer freight collect. Products returned within the applicable Warranty period and found to be defective by factory inspection will be repaired or replaced with new or refurbished Products or parts, at Inovonics' option and without charge, and returned to Buyer freight prepaid. Repaired or replacement Products are then warranted for the balance of the original Warranty term or for 90 days, whichever is longer. Inovonics will not be responsible for any other costs or charges, including without limitation costs of dismantling, disassembly, de-installation, removal, or reinstallation. If Inovonics is not able, using reasonable efforts, to cure or correct a defect, Inovonics' sole obligation shall be to refund an equitable portion of the purchase price paid for the affected Product. Any replacement of Products may be made by substitution of similar or upgraded Products having the same or similar functionality.

**Non-Inovonics Products, Accessories, or Attachment Products.** Products not manufactured by Inovonics or its contractors, including without limitation accessories, attachments, or batteries used in conjunction with Inovonics equipment, are warranted, if at all, only by the original manufacturer and only if and to the extent set forth in the original manufacturer's warranty. Inovonics does not warrant any such non-Inovonics products, all of which Inovonics provides "AS IS." Inovonics will not be liable for any damage or loss of any nature with respect to non-Inovonics products or failure of any third party to perform under its warranty or for any damage, loss or defect caused by the malfunction of any Inovonics Product due to non-Inovonics products, services, software, accessories, or attachments (including batteries) used in conjunction with Inovonics Products. Inovonics' warranties do not include replacement of batteries used to power Inovonics Products.

**Advance Replacement.** Inovonics will advance replace defective equipment that fails upon initial installation (out-of-box failure) with new equipment for a period of 60 days from the original date of shipment. All replacements will be invoiced at shipment and credited upon receipt of the defective Product. Invoices will remain outstanding if the returned Product does not qualify under the advance replacement terms. Please contact Customer Service to see if your Product is eligible for Advance Replacement.

**Exclusions.** Inovonics' Warranty does not cover normal wear and tear (scratches, fading, etc.) or any defects or problems caused by the acts or omissions of Buyer or third parties or other events beyond Inovonics' reasonable control. Without limiting the foregoing, any Warranty claim, support claim, or liability is excluded for any problem, failure, malfunction, defect, claim, damage, liability, or safety issue arising out of (1) alteration, disassembly, modification, repair, or maintenance (other than routine replacement of batteries) by anyone other than Inovonics' authorized personnel or contractors; (2) damage, tampering, abuse, or neglect, including without limitation damage in transit, improper or inadequate installation, storage, or handling, or; (3) operator error, improper use, misuse, or misapplication, including without limitation any use outside of normal or specified operating conditions or other than in compliance with Inovonics' Documentation and safety precautions, (4) operation or use of Products in combination or conjunction with, physically installed on, or incorporated in or as a component of, hardware, software, services, components, accessories, attachments, interfaces, consumables (including batteries), or other items specified for such purpose in Inovonics' Documentation, including without limitation Wi-Fi or other signal interference from other technology, equipment, services, or installations; or (5) acts of God, computer viruses, and other causes external to the Products, including without limitation fire, flood, lightning, power surges or other incidence of excessive or insufficient (or lack of) voltage. Modification, repair, disassembly, wiring or rewiring, or alteration of a Product or re-engineering/reprogramming of a Product, other than as specifically authorized by Inovonics in writing, is prohibited and will void all Warranties. Inovonics does not warrant that the safety and alerting/signaling features/functions of its Products are invulnerable or immune from operator error or from being disabled, misused, bypassed or otherwise defeated or that such features/functions will prevent unauthorized, fraudulent and/or improper use (see "Conditions & Limitations," below).

**TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, OBLIGATIONS OR LIABILITIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.** When, under applicable law, implied warranties may not be excluded in their entirety, such warranties will be limited to the duration of the applicable written Warranty.

**Documentation and Troubleshooting.** Users should read all Documentation, including installation and operating manuals, thoroughly before operating the Products. In the unlikely event that Buyer encounters difficulty operating the Products, the Documentation should be consulted before contacting Inovonics technical support for assistance. Inovonics does not warrant the Documentation, which Inovonics provides "AS IS."

**Conditions & Limitations.** Users must understand that no form of wired or wireless communications is 100% error-free or instantaneous, and Inovonics does not claim or guaranty that its Products will in all cases provide adequate, accurate, or instantaneous warning, location identification, or personal protection. In addition, Inovonics' warranties are subject to the following additional warnings, exclusions, conditions and limitations:

- **Warning:** It is important that Users follow all installation and operating instructions. Users are required to conduct Product and systems tests at least once each week, including testing to confirm timely receipt and processing of signals and data by any off-site facilities or service providers. Inadequate or faulty installation, testing, repairs, or maintenance, as well as changes in environmental conditions, electric or electronic disruptions, misuse, disassembly, damage, and tampering may cause Products not to perform as specified. Users are also responsible for complying with any and all codes, laws and standards applicable to the installation, placement, and maintenance of the Products. It is recommended that Users contact the appropriate local authorities and/or consult a qualified professional for guidance with respect to such compliance.

- **Warning.** Users are responsible for exercising all due prudence and taking necessary precautions for the safety and protection of lives and property wherever Inovonics Products are installed. Inovonics requires that Users provide adequate system level supervision to provide early warning of system malfunction and/or intermittent operation whenever used in applications affecting life safety. Users are warned that unsupervised devices are subject to undetected failure due to malfunction, battery failure, tampering, or changes in environment.

- **Warning.** Users must recognize that even a properly installed and maintained security, life safety, medical alert, nurse call, mobile duress, or other alarm or notification system may only reduce the risk of events such as burglary, robbery, assault, personal injury, and fire. Inovonics does not and cannot ensure or guarantee that such events will not occur or that there will be no death, personal injury and/or damage to property as a result of such events. Users are further warned that Products and related systems may be compromised and/or circumvented, including as a result of third-party hardware, software, or services, for the purpose of causing false alarms, gaining unauthorized access to facilities or data, or otherwise affecting or controlling the Products and/or related systems. Inovonics does not claim that its Products may not be compromised and/or circumvented, or that its Products will prevent any death, personal or bodily injury, and/or loss or damage to property due to burglary, robbery, assault, fire or otherwise, or that its Products will in all cases provide adequate warning or protection.

INOVOONICS SHALL HAVE NO LIABILITY FOR, AND EACH USER, BY ACCEPTANCE AND USE OF INOVOONICS PRODUCTS, FULLY AND IRREVOCABLY RELEASES INOVOONICS, ITS PERSONNEL, CONTRACTORS, AND AFFILIATES, FROM AND WITH RESPECT TO, ANY INJURY, DEATH, LOSS, COST, LIABILITY, OR DAMAGE OF ANY NATURE, HOWEVER INCURRED ("LOSSES"), ARISING OUT OF OR IN CONNECTION WITH, OR BASED IN WHOLE OR IN PART ON, ANY CLAIM THAT INOVOONICS' PRODUCTS FAILED TO FUNCTION PROPERLY OR ACCURATELY; HOWEVER, IF INOVOONICS OR ANY OF ITS PERSONNEL, CONTRACTORS, OR AFFILIATES IS DETERMINED TO BE RESPONSIBLE FOR ANY SUCH LOSSES, REGARDLESS OF CAUSE OR ORIGIN, ITS MAXIMUM LIABILITY SHALL BE SUBJECT TO THE LIMITATIONS OF LIABILITY BELOW. Users are responsible for procuring appropriate insurance to protect against Losses, and it is agreed that no User or insurance company shall have any subrogation or other rights against Inovonics for amounts paid pursuant to such policies.

- **Warning.** The use and/or functionality of Products may be interrupted or unavailable (for a limited or extended time period). Inovonics does not guarantee uninterrupted service, and will not be liable if the use and/or functionality of Products are interrupted or affected by causes outside Inovonics' control, including but not limited to (1) acts of God such as floods, storms, earthquakes, fires, or lightning, (2) power failures/power surges and other incidence of excessive or insufficient (or lack of) voltage, (3) interruption, malfunction, or unavailability of Internet, Wi-Fi, or telephone equipment or service, including without limitation signal interference from other technology, equipment, services, or installations at or near the installation site, (4) use in combination with, or any malfunction or failure of, or defect in, non-Inovonics hardware, software, or services such as, but not limited to, faulty or defective Internet or telephone lines, faulty, defective, or unavailable Internet/cellular/radio transmitters and/or receivers, or failure or inadequacy of third-party monitoring or other services, or (5) damage or destruction to, or malfunction of, User or third-party equipment or facilities.

- **Warning.** Inovonics makes no representation or warranty regarding the use or interface of Inovonics Products with non-Inovonics hardware, software, accessories, services, or applications, including mobile applications (if any) and/or any related or connected mobile devices or peripherals that control or connect to any of the foregoing ("Third-Party Products and Services"), and shall not be responsible or liable for the quality or safety of, or any personal injury, death, property damage (including, without limitation, to your home), or any Losses arising from or relating to such Third-Party Products and Services or their use or interface with Inovonics' Products. Without limiting the foregoing, Inovonics cannot guarantee the security or proper receipt and processing of signals and/or data transmitted to off-site facilities or service providers.

- **Warning.** The California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) aims to protect Californians from significant exposure to chemicals known to the state to cause cancer, birth defects, or reproductive harm. Proposition 65 obligates businesses operating in California to provide clear and reasonable warnings before knowingly and intentionally exposing Californians to chemicals on the Proposition 65 List. Based upon available information, some Inovonics Products contain Proposition 65 listed substances; however, the normal/foreseeable use of the Products involves no exposure route, such as contact with skin, ingestion with food or drink, or inhalation. For this reason, a warning label that Products contain chemicals that may cause cancer, birth defects, or reproductive harm is not required. Businesses operating in California that use Products for uses not specified in Inovonics' product documentation and instructions may cause risk of exposure to Proposition 65 chemicals, if present. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**SPECIFICATIONS & VALIDATION.** All Products, when delivered by Inovonics, will conform to the functional, physical, performance, compatibility, design, operational, and technical criteria and requirements for the Products as detailed in the applicable User Manual (“Specifications”); however, Buyer is responsible for validation of each specific Product application and any use of Products in conjunction with or as a component of any hardware, software, services, components, accessories, attachments, or interfaces not supplied or specified by Inovonics for such purpose, including all necessary testing and qualification, and will put in place all necessary systems and protections to ensure that any failure or defect relating to Products will not result in any other or further liability, damage, or safety issues. Any description, sample, or model is for identification or illustrative purposes only and should not be construed as a warranty that the Products will conform to the description, sample, or model. Inovonics’ responsibility shall in all events be limited to repair or replacement of the failed or defective Product and excludes any further liability for or arising out of any non-Inovonics products, systems, or services with which Inovonics’ Products may be combined or used. Inovonics reserves the right to discontinue or change the design or Specifications of its Products at any time, and will use commercially reasonable efforts to notify Buyer of any decision to discontinue Products or any material change in Specifications affecting form, fit or function.

**SOFTWARE.** Any software provided by Inovonics, including without limitation any internal system code, firmware, and/or operating system software (“Software”) is licensed, not sold, and is provided upon the terms and conditions of any applicable supply agreement, end user license agreement, or other documentation and/or instructions supplied or negotiated and signed by an authorized representative of Inovonics, including without limitation any applicable “shrink-wrap” or “click-wrap” license (“Documentation”), the terms of which will prevail over any contrary terms herein or in Buyer’s documentation. Buyer will be deemed to have agreed to the terms of the Documentation by installing or using the Software or the Product in which it is installed. Unless otherwise provided in the Documentation, Inovonics grants Buyer, only for so long as Buyer owns the Product, a limited, non-transferable, nonexclusive license to use the Software only in machine readable form and only as part of the normal operation and maintenance of the Product with which it is supplied. All rights in and to such Software not expressly granted to Buyer are expressly reserved. Unless otherwise provided in the applicable Documentation, Buyer may not copy or duplicate any Software, in whole or in part (other than one back-up copy, bearing all original copyright notices, for archival purposes), or transfer, sublicense, distribute, sell, lease, rent, or otherwise provide or disclose any Software, or portion thereof, to any third party, including without limitation any use over the Internet or through an application service provider model. Buyer may not circumvent any usage or other restrictions imposed by any license manager or security features or use Software for application development purposes. All licenses granted to Buyer will terminate when Buyer discontinues use of the Products with which the Software is provided or upon Buyer’s violation of the restrictions herein or in the Documentation.

**USE RESTRICTIONS & REQUIREMENTS.** Buyer is responsible for compliance with all applicable laws, regulations, codes, and requirements of government authorities and for obtaining all licenses, permits, and approvals pertaining to the purchase, delivery, import, export, transfer, sale, disposition, installation, operation, and/or use of the Products, including any use or sale with or as a component of non-Inovonics products or systems, it being understood that Inovonics makes no warranty of any kind regarding compliance with such requirements. Buyer is also responsible for proper disposal of purchased Products, including (where applicable) compliance with EC Directive 2002/96 on waste electrical and electronic equipment and similar laws or regulations dealing with the disposal of electrical and electronic waste.

Buyer agrees and warrants that any collection, recording, storage, transfer, use, erasure, destruction or other processing of data or information in any form relating to an identified or identifiable individual (“Personal Data”) by Buyer will be in accordance with (i) all applicable laws governing the processing, protection, confidentiality or security of Personal Data including, but not limited to, the EU General Data Protection Regulation (“GDPR”), if applicable, (ii) the Inovonics Privacy Policy, the terms of which may be viewed at [www.inovonics.com/support/privacy-policy-terms-of-use](http://www.inovonics.com/support/privacy-policy-terms-of-use) and are incorporated by reference herein, and (iii) generally accepted industry standards, and will be appropriately limited to those activities authorized under applicable laws. Buyer will implement appropriate technical and organizational security measures to protect any such Personal Data against unauthorized or unlawful access, use, processing, or disclosure and against any accidental or unlawful alteration, damage, destruction, or loss, will cooperate with Inovonics if and as necessary for the performance of Inovonics’s risk and privacy impact assessments. Buyer may not (1) modify, alter, disassemble, or make changes to any Products, Documentation, or other items provided by Inovonics, or permit any other person to do so, without Inovonics’ prior written consent; or (2) import, export, sell, transfer, service, store, handle, distribute or use the same in any manner prohibited by applicable law, including applicable export

control laws, restrictions and regulations, or contrary to any written warning or instruction given by Inovonics herein, in the Product Documentation, on Inovonics’ website, or otherwise; or (d) make any representations or warranties on behalf of Inovonics as to the quality, merchantability, fitness for a particular use, or other features of the Products. Buyer agrees to hold Inovonics harmless from all liabilities, claims, losses, damages, and expenses (including without limitation reasonable attorneys’ fees and expenses) arising out of Buyer’s breach of these Terms. Buyer will ensure that all Users are informed of and agree to comply with the foregoing restrictions and requirements.

**PROPRIETARY INFORMATION.** Inovonics is the exclusive owner of, and retains all rights to, all inventions, technology, patents, trademarks, copyrights, designs, Specifications, Documentation, know-how, trade secrets, and other intellectual property rights and proprietary information used in the design and manufacture of the Products and Software and all reproductions or derivatives thereof in any form (“Proprietary Information”). All drawings, Specifications, samples, prototypes, Documentation, and technical materials submitted by Inovonics describing any inventions, processes or discoveries are the exclusive property of Inovonics and shall be returned to Inovonics on demand. Except for any rights or licenses granted in the Documentation, Buyer shall neither acquire nor claim any right, title, or interest in, and shall exercise reasonable care to maintain the confidentiality of, Inovonics’ Proprietary Information, and shall use the same solely as required for its authorized use of the Products supplied hereunder. Buyer may not directly or indirectly (1) copy, adapt, develop, dissemble, reverse engineer, recast, compile, decompile, translate, or create derivative works from any Proprietary Information, or permit any other person to do so, (2) remove, alter, or obscure any copyright, trademark, patent, logo, government restricted rights, or other notices or legends from items provided by Inovonics, or (3) disclose or use Inovonics’ Proprietary Information for commercial purposes, except as may be expressly authorized in the Documentation, or in a manner detrimental to Inovonics. Buyer will be responsible for any breach by its personnel. It is agreed that any breach of this Section may cause irreparable harm for which recovery of damages would be inadequate, and that immediate injunctive or other equitable relief is appropriate and available to Inovonics to prevent any violation, threatened or actual, in addition to other remedies and without proof of actual damage.

**LIMITATION OF LIABILITY.** Neither party will be liable for non-performance or delay in performance of any obligation (other than payment of monetary sums due) to the extent caused by events or circumstances beyond its reasonable control and without negligence on its part. For delays resulting from such causes, performance will be correspondingly extended. Any action against Inovonics arising from or relating to the Products or transactions to which these Terms apply must be brought within 2 years after the cause of action arises or performance hereunder is completed or terminated, whichever first occurs. Such action must be brought in the courts of the State of Colorado or of the United States located in Boulder County, Colorado, and Buyer submits to the jurisdiction of such courts for the purpose of any such action.

**THE AGGREGATE LIABILITY, IN DAMAGES OR OTHERWISE, OF INOVONICS, ITS PERSONNEL, CONTRACTORS, AND AFFILIATES FOR ANY AND ALL CAUSES SHALL BE LIMITED TO THE TOTAL PURCHASE PRICE OF THE PRODUCT(S) GIVING RISE TO THE CLAIM, WHICH SHALL BE FIXED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND, UNLESS OTHERWISE SPECIFIED IN THE DOCUMENTATION, SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST INOVONICS, ITS PERSONNEL, AGENTS AND AFFILIATES. IN NO EVENT WILL INOVONICS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT LOSSES OR DAMAGES, HOWEVER CAUSED, WHETHER OR NOT FORESEEABLE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. FOR EUROPEAN CUSTOMERS, THE FOREGOING SHALL BE MODIFIED SOLELY AS REQUIRED UNDER THE PRODUCT LIABILITY ACT, IT BEING AGREED THAT CLAIMS OVER AND ABOVE THOSE UNDER THE PRODUCT LIABILITY ACT WILL NOT BE MADE AGAINST INOVONICS UNDER ANY THEORY OF LIABILITY, INCLUDING BY MEANS OF INDEMNIFICATION OBLIGATIONS.** Buyer acknowledges that these limitations of liability are a material part of the bargain between the parties and are reflected in Product pricing, which would be higher without these limitations.

**GOVERNING LAW.** Except where expressly prohibited by statutory or constitutional restrictions or otherwise specified in the Documentation, these Terms and Conditions, all transactions to which they apply, and any disputes arising out of Products supplied hereunder, shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, USA, excluding any conflict of law provisions thereof. The UN Convention on Contracts for The International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods, and any applicable international discovery and service of process conventions will be inapplicable.