

## TERMS AND CONDITIONS OF SALE

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- 1. DEFINITIONS.** "Seller" means Teledyne CARIS, Inc. "Buyer" means the entity to which Seller's Offer is made, or the entity purchasing a license for Goods and/or purchasing Services from Seller. "Goods" means the software products listed in Seller's Offer and/or Buyer's Order. "Services" means software subscription, training and/or other services offered or rendered by Seller. "Offer" means any quotation, bid, or proposal for Goods and/or Services made by Seller to Buyer. "Order" means Buyer's purchase order issued to Seller, or similar instrument. All references to "Seller's terms and conditions" herein mean and include (i) these "Terms and Conditions of Sale", including, if applicable, "Additional Terms and Conditions for Training Courses", (ii) Seller's Special Terms and Conditions, if applicable, and (iii) any other terms and conditions mutually agreed by the Parties in writing in accordance with Section 3. Seller and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties".
- 2. OFFERS.** Unless stated otherwise in writing by Seller, all Offers made by Seller (i) shall be valid for a period of thirty (30) days from the date of such Offer, and (ii) include access to software updates and technical support for the Goods for a period of ninety (90) days. Unless accepted by Buyer within the Offer validity period, Seller reserves the right to withdraw and/or revise the Offer. The prices offered by Seller apply only to the specific quantities, specifications, statement of work, delivery schedules, and Seller's terms and conditions set forth in Seller's Offer.
- 3. ACCEPTANCE OF BUYER'S ORDER.** Seller's terms and conditions herein apply to all Offers made, and all Orders accepted, by Seller. Seller's acceptance of Buyer's Order, and any changes or amendments thereto, is strictly limited to and conditioned upon Seller's terms and conditions. Unless otherwise agreed in writing by a duly authorized representative of Seller, Seller objects to and is not bound by any terms or conditions that differ from, add to, or modify Seller's terms and conditions. Seller's failure to object to any terms and conditions or any other provisions contained in any communication from Buyer, including, but not limited to, Buyer's Order and any changes or amendments thereto, does not waive any of Seller's terms and conditions specified herein. Unless Seller agrees otherwise, Buyer's issuance of an Order in response to Seller's Offer shall conclusively evidence Buyer's unconditional acceptance of Seller's terms and conditions irrespective of any different terms and conditions Buyer may offer or include in its Order. Seller's terms and conditions shall be applicable whether or not they are attached to or enclosed with Goods and/or Services sold or to be sold hereunder.
- 4. END USER LICENCE AGREEMENT ("EULA").** Any license for the Goods is subject to Seller's EULA which can be found at [www.caris.com/eula](http://www.caris.com/eula). Installation or download of the Goods and/or issuance of a purchase order and/or receipt of payment constitutes agreement by Buyer to the terms and conditions of the EULA which are hereby incorporated by reference.
- 5. ADDITIONAL TERMS FOR ACADEMIC USE.** If Buyer is an academic institution, Buyer shall make the Goods available to its representatives and/or students for educational purposes only. Buyer may not use, and shall not permit use of, the Goods for commercial, research, industrial purposes or for government contracts, for either profit or non-profit purposes. Buyer will have access to software updates and technical support for the full period of the license. In addition, Buyer must appoint a representative for technical support. A maximum of twenty (20) service requests per year are permitted. Buyer must also appoint at least one representative to complete a required training course (unless a representative has sufficient prior knowledge and experience with the Goods). Buyer's representative must complete the training course no later than six (6) months after Buyer's acceptance of Seller's Offer. If training is booked during a regularly scheduled course at Seller's facility, one representative of Buyer may attend free of charge. Seller reserves the right to rescind Buyer's right to use the Goods if Buyer fails to comply with any of the terms and conditions herein.
- 6. PRICES.** Unless otherwise agreed in writing by a duly authorized representative of Seller, all pricing provided by Seller within Canada, is stated in Canadian dollars and applicable taxes apply, (ii) within Europe, Middle East or Africa, is stated in Euros, and (iii) for all other locations, is stated in United States dollars, unless otherwise indicated. All invoices issued by Seller and payments made by Buyer shall be in the same currency as the pricing.
- 7. PAYMENT TERMS.** Subject to Seller approval of Buyer's credit, payment terms for Orders are net thirty (30) days from date of Seller's invoice. All amounts due to Seller but not paid by Buyer on the due date bear interest payable at a rate equal to the lesser of (i) one and one-half percent (1.5%) of the outstanding balance per month, or (ii) the maximum interest rate permitted under applicable law. Interest accrues on past due amounts as of the date on which such amounts become due until the date Seller receives payment from Buyer. Buyer shall also be liable to Seller for any expenses incidental to collection of past due amounts, including reasonable attorneys' fees and court costs. Credit limits applicable to Buyer shall be determined solely by Seller. If, in the sole judgment of Seller, the financial condition of Buyer justifies Seller's continued performance of Buyer's Order, Seller may require full or partial payment in advance, and, in the event of Buyer's bankruptcy or insolvency, Seller shall be entitled to cancel any Order then outstanding and Buyer shall pay Seller any applicable cancellation charges. Failure by Buyer to meet the credit requirements of Seller may result in performance delivery delays equal day for day to the delays by Buyer in taking any actions necessary to meet Seller's credit requirements. In such event, Seller shall not be liable for any such delays.
- 8. METHODS OF PAYMENT.** Buyer may pay amounts due to Seller by (i) Bank Draft or Transfer (contact Seller for electronic bank account transfer information; Buyer is responsible for any bank fees or charges incurred), (ii) Cheque or Money Order payable to Teledyne CARIS, Inc., (iii) VISA or MasterCard (provide the cardholder's name, card number, expiry date, and address), or (iv) Wide Area Workflow (WAWF) system (this is the preferred method of payment for GSA Clients).
- 9. TAXES.** The amount of any present or future Canadian sales, use, excise, import duty, brokerage fees, or other tax applicable to the manufacture, sale, or lease of Goods, or the provision of Services, shall be added to Seller's invoice and shall be the sole responsibility of Buyer, unless Buyer provides Seller a valid tax exemption certificate acceptable to the applicable taxing authority.
- 10. INSPECTION AND TESTS.** All Goods manufactured by Seller are subject to Seller's standard inspection and quality assurance processes and, if applicable, acceptance testing at Seller's facility. Any additional requirements mutually agreed by the Parties, including, without limitation, Buyer's source inspection or additional testing required by Buyer, shall be at Buyer's sole expense.
- 11. PACKING AND PACKAGING.** All Goods shall be packed and packaged in accordance with Seller's standard commercial packing and packaging methods. Any nonstandard or special packing or packaging requested by Buyer shall be at Buyer's sole expense.
- 12. SHIPPING TERMS, TITLE, AND RISK OF LOSS.** Unless agreed otherwise by Seller in writing, all shipments shall be delivered FCA Seller's facility in accordance with the version of Incoterms in effect as of the date of the Order. Risk of loss and title to Goods shall pass upon such delivery. If Seller prepays shipping, insurance, or other related charges, Buyer agrees to reimburse Seller promptly for such charges. Shipping and handling will be charged on orders totalling less than \$5,000. Buyer shall bear all costs and risks of loss or damage to the Goods from the point that the Goods are received by Buyer. Unless otherwise directed in writing by Buyer, Seller will arrange for shipping and insurance via the most economical means and will bill Buyer at cost.
- 13. EXPORT COMPLIANCE.** All Goods, Services, and technical information provided by Seller to Buyer are subject to applicable export controls, which may include (i) the export control laws and regulations of the United States of America, including, without limitation, the International Traffic in Arms Regulation (ITAR) (22 C.F.R. 120 et seq.) or the Export Administration Regulations, 15 C.F.R. 730-774, and (ii) the export control laws and regulations of Canada, including, without limitation, the Export and Import Permits Act, the United Nations Act, the Special Economic Measures Act, the Defence Production Act, and the Canadian Criminal Code, and may be subject to export or import regulations in other countries. Buyer agrees that it will not export or re-export Goods to Iran, North Korea, Sudan, Syria, or to any restricted/embargoed country as may be designated from time to time by the U.S. and/or Canadian Governments unless otherwise authorized by the U.S. and/or Canadian Governments. Buyer further agrees that it will not sell, transfer, export or re-export Goods for use in activities that involve the development, production, use or stockpiling of nuclear, chemical, biological weapons or missiles, nor use such Goods in any facilities that are engaged in activities related to such weapons or their delivery systems (e.g., ballistic missile systems, space launch vehicles, etc.). Buyer acknowledges that U.S. law prohibits the sale, transfer, export, re-export to, or participation in any export transaction involving Goods with individuals or companies listed in the U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List; the U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons Lists; or the U.S. Department of State's Debarred Persons List. Buyer agrees to indemnify and hold Seller harmless from any

claims or liability arising from Buyer's failure to comply with all such export control laws and regulations. The Parties each agree to provide to the other in a timely manner such information and assistance as may reasonably be required in connection with securing any required authorizations or licenses. Buyer shall provide a signed End-User Certificate to Seller upon request. The delivery schedules delineated in Seller's Offer and/or Buyer's Order are calculated from the date of receipt of any required export license(s). Seller shall commence work only after receipt of a valid export license(s) from the appropriate U.S. and/or Canadian Government agencies, or other applicable governmental agencies, provided, however, Buyer may, at its sole risk, authorize Seller to commence work under Buyer's Order prior to receipt of an export license. In such case, Buyer agrees that it is fully liable to Seller for all costs incurred by Seller in the performance of Buyer's Order and will reimburse Seller for such costs in the event any required export license or authorization is denied or cancelled, or if any restrictions imposed by the issuing agency render continued performance of Buyer's Order impossible or impracticable. Any Order accepted by Seller which cannot be fulfilled due to law or regulations or Seller's inability to obtain any required export license(s), may be cancelled by Seller. In such case, Seller shall have no liability or obligations to Buyer.

**14. DELIVERY SCHEDULES AND FORCE MAJEURE.** Shipping dates are approximate, and require prompt receipt of all necessary Buyer-furnished information and materials, if applicable. Any delay or failure of Seller to perform its obligations under Buyer's Order shall be excused if such delay or failure is the result of an unforeseeable event or occurrence beyond the reasonable control of Seller, and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority, terrorism, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labour problems (including lockouts, strikes, and slowdowns), inability to obtain power, utilities, materials, labour, equipment, transportation, or court injunction.

**15. CHANGES.** Buyer may request changes to the general scope of Buyer's Order by a written notice to Seller, provided, however, such changes shall not be effective unless and until Seller consents to such changes in writing. If any such changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of Buyer's Order, an equitable adjustment shall be made to the price and/or delivery schedule, and Buyer's Order shall be modified to reflect such change and adjustment in writing.

**16. TERMINATION FOR CONVENIENCE; ORDER CANCELLATION.** Buyer's cancellation of any Order for the Goods that has been accepted and confirmed by Seller is subject to a processing fee of twenty percent (20%) of the Order price for the Goods unless Buyer's written cancellation notice is received by Seller not less than thirty (30) days prior to the Order's confirmed delivery date. All other Orders are non-cancellable and non-returnable and Buyer is liable for payment of the full Order price for same. Blanket Orders, Master Supply Agreements, and the like, which are accepted and confirmed by Seller are non-cancellable and Buyer shall pay Seller the full Order value for the balance of quantities not previously called off or delivered to Buyer. All such quantities will be shipped and invoiced no later than the last delivery date or expiration date specified in the Order.

**17. TERMINATION FOR DEFAULT.** In the event that a Party (the "Breaching Party") is in material breach of a material provision of Buyer's Order, the other Party (the "Non-Breaching Party") shall submit a written cure notice to the Breaching Party advising of such breach. The Breaching Party shall have thirty (30) days from receipt of such notice to cure the breach. If the Breaching Party does not cure the breach within the thirty (30) day cure period, the Non-Breaching Party may terminate Buyer's Order. Either Party may immediately terminate Buyer's Order if the other Party is adjudicated bankrupt, files a petition for bankruptcy, makes an assignment for the benefit of creditors, or if an action under any law for the relief of debtors is taken.

**18. LIMITED WARRANTY.** All Goods purchased carry a one (1) year warranty from the date of original shipment to Buyer (the "Warranty Period"), ensuring the functionality of the Goods as outlined in the applicable software documentation. This warranty is valid, provided that the Goods are installed according to Seller's guidelines. If, at any time during the Warranty Period, the Goods become defective or non-conforming with the applicable software documentation, Seller will, at its option, repair or replace the Goods at its expense. The warranty for all other third party hardware and software acquired by Seller for Buyer will be passed to Buyer where permitted by the manufacturer. If such third party hardware and software under warranty must be handled by Seller, all shipping and labour charges shall be invoiced to Buyer. Seller guarantees hardware compatibility with Seller's Goods only when the hardware is purchased from, or specified by, Seller. Seller is not responsible for on-site hardware installation or related work activities unless otherwise agreed in writing. Seller does not guarantee performance of the Goods in situations where Seller's Goods are required to integrate or co-exist with software not supplied by Seller. Software operation may be limited to specific hardware platforms and operating systems; please contact Seller for more information. In the case of defective Services (where the defect is identified within six (6) months after performance), Seller shall re-perform such Services. Such repair, replacement or re-performance by Seller shall be Buyer's sole remedy for defective Goods and Services. Under no circumstances is Seller liable for recall, retrieval, removal, dismantling, re-installation, redeployment, or re-commissioning of any defective Goods or any costs associated therewith. The warranty period for repaired or replaced Goods or re-performed Services shall be the unexpired portion of the original warranty period. THESE EXPRESS WARRANTIES, INCLUDING THE REMEDIES SET FORTH HEREIN, ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS INTENDED OR GIVEN. IN THE CASE OF GOODS OTHER THAN THOSE OF SELLER'S OWN MANUFACTURE, SELLER MAKES NO WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED.

**19. PRODUCT DISCONTINUATION AND UPDATES.** Seller shall continue to offer the Goods and Services for sale, provided they continue to meet the business criteria established and maintained solely at Seller's discretion. Any Good or Service that does not, or is not expected to, meet Seller's business criteria may be eliminated from Seller's product offerings. In addition, Seller may, but shall not be obligated to, develop and provide updates for the Goods and Services for purchase by Buyer, at Seller's sole discretion.

**20. PROPRIETARY RIGHTS.** Seller shall retain all right, title, and interest in and to any data, information, software programs, tools, specifications, templates, scripts, ideas, concepts, inventions, works of authorship, products, know-how, processes, techniques, and the like used or developed by Seller, its employees, and its subcontractors in connection with Buyer's Order. Buyer agrees that Seller retains all proprietary rights in and to all products, specifications, designs, discoveries, inventions, patents, copyrights, trademarks, trade secrets, and other proprietary rights relating to Goods or Services. Unless otherwise identified in writing to Seller, no information or knowledge heretofore or hereafter disclosed to Seller in the performance of, or in connection with, the terms hereof, shall be deemed to be confidential or proprietary and any such information or knowledge shall be free from restrictions, other than a claim for patent infringement, as part of the consideration hereof. Unless otherwise agreed in writing, Seller shall retain title to all software delivered by Seller and use of such software by Buyer or third parties is subject to the terms and conditions of Seller's EULA.

**21. PATENT, COPYRIGHT, AND TRADEMARK INDEMNIFICATION.** Seller shall hold harmless and indemnify Buyer against all third party claims, judgments, costs, and fees, including attorney fees, relating to infringement of any United States, Canada, Brazil, Japan, Italy, France, United Kingdom, or Norway patent, copyright, trademark, or design to the extent that (i) the infringing Goods are manufactured, sold, or used, in whole or in part, pursuant to Seller's specifications, designs, drawings, or other technical data, and (ii) provided that Buyer notifies Seller in writing of any such claim as soon as reasonably practicable, and allows Seller to control, and reasonably cooperates with Seller in the defense of any such claim and related settlement negotiations. To the extent that any Goods are held by a court of competent jurisdiction or are believed by Seller to infringe or otherwise violate a third party's proprietary rights, Seller may, at its option and expense, either (i) modify the affected Goods to be non-infringing, or (ii) obtain for Buyer a license to continue using such Goods on substantially the same terms set forth herein, or, if neither of the foregoing alternatives is reasonably available to Seller, (iii) Seller may require Buyer to return the infringing Goods and all rights thereto, and refund to Buyer the price paid to Seller by Buyer for the infringing Goods. Seller shall have no obligation under this provision to the extent any claim is based on (i) modifications of Goods or deliverables by a party other than Seller or Seller's authorized representative, (ii) the combination, operation, or use of Goods with equipment, devices, software, or data not supplied by Seller, (iii) the use or installation of Goods in an environment for which Goods were not intended, (iv) Buyer's failure to use updated or modified versions of Goods provided by Seller, or (v) the negligent acts or omissions or wilful misconduct of Buyer, its employees, representatives, or affiliates. This Section, and the indemnification provided herein, does not apply to any Goods manufactured, sold, or used, in whole or in part, pursuant to Buyer's specifications, designs, drawings, or other technical data. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF SELLER AND BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

**22. CONFIDENTIALITY.** Each Party (the "Receiving Party") shall keep confidential and not directly or indirectly disclose to any third party any Confidential Information, as defined herein, furnished to it by the other Party (the "Disclosing Party") in connection with Seller's Offer and/or Buyer's Order without the Disclosing Party's prior written consent. "Confidential Information" includes, but is not limited to, business, financial, statistical, and commercial information, pricing, technical data and information, formulae, analyses, trade secrets, ideas, methods, processes, know how, computer programs, designs, data sheets, schematics, configurations, and drawings. Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, (ii) was available on a non-confidential basis prior to its disclosure by Disclosing Party, (iii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when such source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation with Disclosing Party, or (iv) was independently developed by Receiving Party without reference to the Confidential Information, and Receiving Party can verify development of such information by written documentation.

**23. INDEMNIFICATION.** Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, and employees (the "Indemnified Party") from and against any and all liabilities, losses, expenses, liens, claims, demands, and causes of action ("Claims") for death, personal injury, or property damage arising out of any negligent act or omission of the Indemnifying Party in the performance of Buyer's Order, except to the extent such Claims are contributed to by (i) the negligence or wilful misconduct of the Indemnified Party, (ii) the negligence or wilful misconduct of any third-parties, or (iii) equipment, information, or materials furnished by Buyer to Seller. Seller's indemnification of Buyer does not apply unless Buyer (i) notifies Seller in writing of any such Claim as soon as reasonably practicable, and (ii) allows Seller to control, and reasonably cooperates with Seller, in the defence of any such Claim and related settlement negotiations. In all cases, Buyer agrees to indemnify, defend, and hold harmless Seller, its officers, directors, and employees for any and all Claims for death, personal injury, or property damage made by third-parties when any Goods delivered by Seller under Buyer's Order are manufactured in whole or in part to Buyer's designs, provided however, the indemnification shall not apply where any defect in the Goods is attributed to Seller's manufacturing process, assembly operation, or the negligence of Seller.

**24. LIMITATION OF LIABILITY.** Notwithstanding any other provision herein, under no circumstances shall either Party be liable to the other for any consequential, special, incidental, indirect, multiple, administrative, or punitive damages, or any damage of an indirect or consequential nature arising out of or related to its performance under Buyer's Order, including, without limitation, loss of use, loss of revenues, loss of anticipated profits, and cost of capital, whether based upon breach of Buyer's Order, warranty, negligence, or any other type of Claim, and whether grounded in tort, contract, civil law, or other theories of liability, including strict liability, even if advised in advance of the possibility of such damages. Each Party's total liability to the other Party arising from or related to Buyer's Order, including, but not limited to, its liability for indemnity, defense, and hold harmless obligations, is limited to no more than the amount paid by Buyer to Seller under Buyer's Order. To the extent that this limitation of liability conflicts with any other Section or provision herein, such provision shall be regarded as amended to whatever extent required to make such provision consistent with this clause.

**25. ETHICS AND VALUES.** Seller is committed to uncompromising ethical standards, strict adherence to laws and regulations, and customer satisfaction. Buyer is encouraged to communicate any concerns or questions regarding the ethics and values of Seller via the Teledyne Corporate Ethics Website at [www.teledyne.ethicspoint.com](http://www.teledyne.ethicspoint.com).

**26. ORDER OF PRECEDENCE.** Any inconsistency between Seller's terms and conditions, Buyer's Order, or any other documents related thereto, shall be resolved by giving precedence in the following order: (i) Seller's Special Terms and Conditions, (ii) Seller's EULA, (iii) Seller's Terms and Conditions of Sale, (iv) applicable Seller's Specifications, (v) Statement of Work or Scope of Services, and (vi) Form of Buyer's Order.

**27. GOVERNING LAW.** The performance of the Parties, and any judicial or arbitration proceedings, shall be construed and governed in accordance with the laws of the Province of New Brunswick, Canada, excepting its laws and rules relating to conflict of law. Neither (i) the United Nations Convention on Contracts for the International Sale of Goods, (ii) the 1974 Convention on the Limitation Period in Contracts for the International Sale of Goods (hereinafter referred to as the "1974 Convention"), nor (iii) the Protocol Amending the 1974 Convention held at Vienna, Austria, on April 11, 1980, apply in any manner to the interpretation or enforcement of Seller's Offer, or Buyer's Order.

**28. DISPUTES AND ARBITRATION.** The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to Seller's Offer or Buyer's Order, or to a material breach, including its interpretation, performance, or termination. If the Parties are unable to resolve such dispute, either Party may refer the dispute to arbitration. The arbitration shall be conducted in English and in accordance with the New Brunswick International Commercial Arbitration Act or, where both Parties are Canadian residents, in accordance with the New Brunswick Arbitration Act. Notwithstanding the above, in the case of a maritime or other dispute subject to federal law, the arbitration shall be conducted in accordance with the Commercial Arbitration Act (Canada). In all cases, the arbitration shall be held in Fredericton, New Brunswick. The Parties hereby waive any and all defenses to such jurisdiction and venue. The arbitrator shall make the final determination as to any discovery disputes between the Parties. Examination of witnesses by the Parties and by the arbitrator shall be permitted. A written transcript of the hearing shall be made and furnished to the Parties. The cost of this transcript shall be borne equally by the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based, and shall be final and binding upon the Parties. The prevailing Party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of attorneys' fees, at the discretion of the arbitrator. Both Parties waive their right to any appeal under any system of law. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. The arbitrator shall have no authority to award any of the types of damages excluded hereunder, and shall be so instructed by the Parties.

**29. RELATIONSHIP OF THE PARTIES.** Each Party is an independent contractor. Neither Party shall have authority to bind the other except to the extent authorized herein. This Agreement is not intended by the Parties to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The Parties shall act as independent contractors at all times, and neither Party shall act as an agent for the other, and the employees of one Party shall not be deemed employees of the other Party.

**30. MODIFICATIONS TO ORDER.** Buyer's Order may only be modified by written instrument signed by duly authorized representatives of the Parties.

**31. NOTICES.** All notices given by the Parties shall be made in writing, and delivered personally or sent by prepaid mail (by air-mail if the notice is being communicated internationally), or by facsimile, cable, or email addressed to the intended recipient at its address or at its electronic address.

**32. ASSIGNMENT.** Neither Party may assign, delegate, sublicense, or transfer, whether by operation of law or otherwise, their obligations or rights hereunder without the other Party's written consent and any assignment, delegation, sublicense, or transfer (i) without such written consent is void and of no effect and, (ii) if consent is given, shall be binding upon, and inure to the benefit of the successors and assigns of the Parties. Notwithstanding this provision, Seller may, without Buyer's consent, subcontract work to be performed under Buyer's Order or assign Buyer's Order to a parent, subsidiary, or affiliate company of Seller. In addition, without securing such prior consent, Seller shall have the right to assign Buyer's Order to any successor, by way of merger or consolidation, or the acquisition of substantially all of the entire business and assets of Seller relating to the subject matter of Buyer's Order, provided that such successor shall expressly assume all of the assignor's obligations and liabilities under Buyer's Order, and provided further that Seller shall remain liable and responsible to Buyer for the performance and observance of all such obligations.

**33. WAIVER; REMEDIES; COSTS.** None of the Sections, terms, conditions, or provisions herein shall be waived by any act or knowledge on the part of Seller, except by written instrument signed by a duly authorized representative of Seller. The waiver by Seller of any term, condition, provision, or right hereunder or the failure to enforce at any time any of Seller's terms and conditions, or any rights with respect thereto, is not a continuing waiver or a waiver of any other rights, or of any material breach or failure of performance of Buyer. The remedies herein reserved or created for Seller shall be cumulative, and additional to any other or further remedies provided at law or in equity. Seller may remedy any breach of the terms or conditions hereof without waiving the breach remedied, or without waiving any other prior or subsequent breach. Buyer shall pay all Seller's costs and expenses, including attorney's fees, incurred by Seller in exercising any of its rights or remedies hereunder or enforcing any of the terms or conditions hereof.

**34. SEVERABILITY.** If any term, condition, or provision herein is invalid, ineffective, or unenforceable under present or future laws, then the remainder of the terms, conditions, and provisions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

**35. PARTIES.** The Parties to any Offer, Order, or associated transaction are Seller and Buyer as identified above and unless expressly stated otherwise herein, no other persons, parties, or entities have any rights, or receive any benefits hereunder. No other Teledyne subsidiaries, affiliates, or business units, other than Seller, have any obligations or duties hereunder and are unrelated third parties for all purposes.

**36. HEADINGS.** The headings used herein are for reference purposes only and shall not affect the meaning or interpretation of any term, condition, or provision herein.

**37. SURVIVAL.** Any Section or provision herein which contemplates performance or observance subsequent to any termination or expiration of this Agreement, or which by its nature should survive, shall survive any termination or expiration of Buyer's Order and continue in full force and effect.

**38. GOVERNING LANGUAGE.** For all purposes, the English language version of this Agreement shall be the original, governing instrument and understanding of the Parties. In the event of any conflict between the English language version of this Agreement and any translation into another language, the English language version shall govern and control.

**39. ENTIRE AGREEMENT.** Seller's terms and conditions (including Seller's Special Terms and Conditions, if applicable) and Buyer's Order (as accepted by Seller in accordance with the terms herein), including any applicable specifications, statement of work, or other applicable documents, constitute the entire agreement between the Parties and supersede any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of Buyer's Order.

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## ADDITIONAL TERMS AND CONDITIONS FOR TRAINING COURSES

1. **SCHEDULING.** A request for training must include: (i) name and mailing address of Buyer, (ii) name, contact number(s), and e-mail addresses of the contact person(s) arranging the course, (iii) the course name(s) /topic(s), (iv) preferred dates and at least one alternate date, (v) names and background information of trainees (maximum of ten (10) trainees). Due to unforeseeable circumstances, courses are occasionally rescheduled or postponed. Notification will be given not less than two (2) weeks before the start of a course if this happens. Seller will not be held responsible for any cancellation fees that may be incurred by the Buyer in the unlikely event that this happens.
2. **COSTS (AT BUYER'S LOCATION).** Buyer is responsible for the training course fees, plus all relevant expenses incurred by the training representative for Seller's training course at Buyer's location. Unless otherwise stated in writing, Seller's Offer will be a lump sum price that includes: (i) training course fees that include course preparation, copies of training materials, etc., (ii) air travel, if applicable, (iii) accommodation costs, (iv) meals at flat rate per day (per diem), (v) incidental costs including taxis, excess baggage costs (e.g. for shipping training materials, etc.), visas, etc., (vi) car rental if applicable, including taxes, fuel, parking, tolls, etc. The Client will also be responsible for providing a classroom, and computer hardware for the course.
3. **CONFIRMATION (AT BUYER'S LOCATION).** The deadline for receipt of Buyer's Order, and payment (if required), is not less than four (4) full weeks before the course is scheduled to start. Otherwise, Buyer may be liable for additional costs (e.g.: higher air travel costs). Buyer's Order for the full amount is required in order for the course preparations and travel arrangements for the instructor to proceed. Seller reserves the right to request payment before proceeding.
4. **CANCELLATION OR POSTPONEMENT (AT BUYER'S LOCATION).** Buyer should immediately contact Seller if the plans for training change. Please note that refunds cannot be issued. If training has to be cancelled or postponed the following fees apply: (i) cancellation or postponement within three (3) weeks of the planned start date will result in a charge that is 25% of the total training cost, (ii) cancellation or postponement within one (1) week of a planned start date will result in a charge that is 50% of the total training cost.
5. **COST AND TRAVEL ARRANGEMENT (AT SELLER'S LOCATION).** The training course fee includes instruction and preparation time, materials, hardware, refreshments at coffee breaks, etc. Buyer is responsible for travel and accommodations costs and arrangements.
6. **CONFIRMATION (AT SELLERS'S LOCATION).** Placement in a course will be confirmed not less than two (2) weeks prior to the start of a course. Buyer should not finalize any travel arrangements until after official confirmation has been received from Seller. Seller reserves the right to request payment before confirming placement in a course.
7. **CANCELLATION (AT SELLER'S LOCATION).** If Buyer is unable to attend a course, the Buyer is required to immediately contact Seller. Please note that refunds cannot be issued. If cancellation is made after payment is received, the money will be credited towards the Buyer's next training course, minus a non-refundable administration fee of \$100 / €100. If the Buyer fails to attend a course for which the Buyer is registered, an invoice will be issued for the entire amount of the course and other applicable expenses.
8. **GENERAL INFORMATION.** Unless otherwise informed, courses run from 9am to 4pm daily. One hour is reserved for lunch break and two 15-minute breaks are reserved for refreshments. Refreshment breaks are taken in the morning and afternoon. Please note that Seller does not provide the lunch during training courses. Nor does Seller provide refreshments if the training is not at the Seller's location. For training at Buyer's location, Seller will accommodate alternate daily programs.