

Mosaic Microsystems: General Terms and Conditions

Mosaic Microsystems, LLC., a Delaware corporation with offices at 500 Lee Road, Rochester, NY 14606-4261, (“Mosaic”), and Customer (hereinafter also referred to as “Client”), agree to be bound by the terms and conditions of any proposal to purchase or purchase order issued by the buyer identified on the order acknowledgment or quotation to the terms and conditions by the following (“Agreement”).

Acceptance of these terms govern the contractual arrangement between Mosaic and Buyer and acceptance is indicated by signing and returning of purchase order, informing Mosaic of commencement of performance under order.

1. Mosaic General Terms and Conditions

- a. General Obligations. Client shall (i) provide Mosaic promptly with all necessary information, decisions, drawings, support and co-operation that may reasonably be required to enable Mosaic to carry out its obligations to Client under this Agreement (ii) abide by all applicable local, state, national and foreign laws, treatises and regulations in connection with the Products and Services.

2. Mosaic Obligations

- a. Content. Mosaic does not own Client’s Content and will not distribute or disclose any of Client’s Content to third parties except in accordance with the provision of services associated with this Agreement. On termination of this Agreement, Mosaic shall return the Content to Client provided Client agrees to pay all reasonable costs incurred in complying with this request.
- b. Personnel. Mosaic shall provide sufficient qualified personnel to perform the Services required by the Order in a timely, competent and workmanlike manner in accordance with applicable industry standards. Mosaic personnel performing the Services on Client’s premises shall comply with Client’s rules and regulations.

3. Payments

- a. Terms of payment are Net 30 from the date of invoice unless otherwise specified in quotation. In addition to its other rights hereunder, including the right to terminate, Mosaic may charge interest in respect of late payment of any sum due under this agreement at the rate of 2 percent (%) per month, or, if higher, the maximum rate permitted by applicable law, from the due date of the invoice until the date paid. In addition, the client is responsible for all collection fees.
- b. Unless otherwise stated, prices quoted are exclusive of transportation, insurance, taxes, customs fees, duties and similar charges.

4. Shipping Terms

- a. US Domestic - Unless otherwise stated in quotation, domestic shipping terms are FOB Mosaic’s facility.
- b. International - Unless otherwise stated in quotation, international shipping terms are FCA Mosaic’s facility (Incoterms® rules 2020).

5. Warranty and Exclusions

- a. Warranty. Mosaic warrants that it has the right to grant the licenses granted pursuant to this Agreement and that it shall provide the Services with reasonable skill, care and diligence. Descriptions or specifications of deliverables in any work statement shall constitute project objectives and not express warranties. Mosaic shall have no liability to remedy a breach of warranty where such a breach arises as a result of any of the following circumstances: (i) The

improper use or operation of the Products; (ii) The merger or use (in whole or in part) with any software or hardware by any person other than Mosaic; (iii) Any failure by Client to implement recommendations previously advised by Mosaic; (iv) The use of the Products for a purpose not reasonably to be inferred from the Product information.

6. Exclusion of Warranties and Consequential Damages

- a. Except as expressly stated in this agreement, Mosaic hereby excludes all liabilities whether express or implied, statutory or otherwise in respect of the products and services to the greatest extent permitted by applicable law. No warranty of fitness for a particular purpose or merchantability is given by Mosaic to client under any circumstances. Notwithstanding anything to the contrary contained herein, Mosaic shall not, under any circumstances, be liable to client for lost profits, consequential, incidental, special or indirect damages arising out of or related to this agreement even if Mosaic has been apprised of the likelihood of such damages or such damages were reasonably foreseeable.

7. Limitation of Liability

- a. In no event shall , Mosaic's liability to client, whether based on an action or claim in contract, tort (including, without limitation, negligence and, to the extent permitted by law, strict liability) or otherwise, arising out of or related to this agreement, exceed the amount received by Client, Mosaic from Client for the products and/or services complained of pursuant to this agreement in the twelve-month period immediately prior to the date Client notifies , Mosaic of such action or claim.

8. Proprietary Rights Ownership

- a. Proprietary Rights. All right, title, and interest in the intellectual property rights related to the Products and the deliverables (if any) of the Services (the "Deliverables"), including, without limitation, all patents, trademarks, trade names, inventions, copyrights, know-how, and trade secrets ("Intellectual Property Rights") relating to the design, manufacture, operation or service of the Products and Deliverables are retained by Mosaic except as specifically set forth herein. Nothing herein shall grant to Client any right, title or interest in the Intellectual Property Rights in the Products and Deliverables.
- b. Mosaic Third Party Intellectual Property Rights. Indemnity Should notice be given to Client by a third party that any of the Products or Deliverables infringes any intellectual property rights owned or controlled by the third party, or should Client learn of any infringement by a third party of any of Mosaic intellectual property rights in the Products or Deliverables, Client shall immediately notify Mosaic thereof. Mosaic's sole liability is to indemnify Client only against valid claims based upon infringement of validly issued U.S. patents and then only with respect to goods comprising Mosaic's regularly established line of products and only in the form in which sold by Mosaic. This indemnification does not apply to patents covering composite structures, or modules, devices, assemblies, instruments or systems into which the goods sold by Mosaic may be incorporated, or methods of use or operation of goods sold. Mosaic's sole obligation under this indemnification shall be the assumption of the defense of any such suit brought against you. Mosaic shall be given exclusive control of the defense of such claim, including settlement. You assume and will hold Mosaic harmless against any intellectual property or industrial property right claim related to your design or specifications or goods specially-designed or provided by Mosaic to meet your requirements. You grant to Mosaic a royalty-free right to use, for the purpose of making the goods and selling them to you, any intellectual property or industrial property right that you own or to which you have licensing, sublicensing or "have made" rights.

9. Confidentiality

- a. General. Each party shall treat as confidential all information obtained from the other party pursuant to this Agreement and shall not divulge such information to any person (except to such

party's own employees and then only to those employees who need to know) without the other party's prior written consent, provided however, that this clause shall not extend to information, which is already public knowledge or will become so at a future date (otherwise than as a result of a breach of this clause) or which is trivial or obvious. Each party shall ensure that its employees are aware of and comply with the provisions of this clause. This Agreement imposes no obligation upon Client with respect to disclosed information which: (a) Client can demonstrate was already in its possession before receipt from Mosaic; (b) is or becomes publicly available through no fault of Client or Client's representatives; (c) is rightfully received by Client from a third party without a duty of confidentiality; (d) is disclosed by Mosaic to a third party without a duty of confidentiality on the third party; (e) is independently developed by Client without a breach of this Agreement as evidenced by contemporaneous written records; or (f) is disclosed by Client with Mosaic's prior written approval. If Client is required by a governmental body or court of law to disclose any confidential information, to the extent permitted by law, Client agrees to give Mosaic reasonable advance notice so that Client may contest the disclosure or seek a protective order. The foregoing obligations as to confidentiality shall survive any termination of the Agreement.

10. Term and Termination

- a. Termination for Cause. If either party defaults in the performance of any material provision of this Agreement, then the non-defaulting party may give notice to the defaulting party of such default. If the default is not cured during the thirty-day (30) period after such notice, then the non-defaulting party should have the option to continue the Agreement or terminate at the end of that period.

11. Miscellaneous

- a. Governing Law and Jurisdiction. This Agreement shall be governed in all respects by the substantive laws of the State of New York, and controlling U.S. Federal law. Any and all disputes, controversies or differences arising from or in connection with this Agreement shall be settled by mutual consultation between the parties hereto in good faith as promptly as possible, but failing an amicable settlement shall be resolved by litigation held in New York. This Agreement was negotiated and executed in English, and the original English language version shall be controlling.
- b. Relationship of the Parties. The parties are independent contractors and nothing contained in this Agreement shall be construed to constitute the parties as partners, joint ventures, co-owners, principal and agent, or otherwise as participants in a joint or common undertaking.
- c. Assignment. Client shall not assign, sub-contract or otherwise transfer any of Client's rights, obligations or licenses hereunder or appoint any agent to perform Client's obligations hereunder without the prior written consent of Mosaic, provided however, that Client and Mosaic shall each have the right to assign this Agreement to a corporation controlled by, controlling, or under common control of the assigning party.
- d. Waiver. Failure by any party to enforce any of its rights under this Agreement shall not be deemed a waiver of any right, which that party has under this Agreement.

12. Force Majeure

- a. Except for the payment of any monies due under this Agreement non-performance of either party shall be excused, and any performance date shall be extended, to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, telecommunications services or equipment or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party.

13. Invalid Provision

- a. If any provision of this Agreement is held to be invalid or unenforceable, the other provisions will remain in effect to the greatest extent possible consistent with the parties' intent, and the invalid, void or unenforceable provision shall be modified as may be necessary to make it valid, effective and enforceable to the greatest extent possible consistent with the parties' intent.

14. Entire Agreement

- a. This Agreement (including a Master Service Agreement (MSA) and associated ORDERS) reflects the entire agreement of the parties regarding the subject matter hereof, and supersedes all prior and contemporaneous agreements between the parties, whether written or oral. In the event of a conflict amongst the terms of this agreement, MSA and/or ORDER, the order of precedence shall be as follows: (i) ORDER, (ii) MSA, (iii) this agreement.

15. Survival of Certain Provisions

- a. The indemnification, confidentiality, and payment obligations set forth in any Agreement shall survive the termination of the Agreement by either party for any reason.