

multiLane

TEST PRODUCTS

TERMS AND CONDITIONS OF SALE

THESE TERMS AND CONDITIONS OF SALE (the “Terms and Conditions”) set forth the terms and conditions governing the use of the products or services purchased by you (“Customer”) from Multilane Test Products, Inc. and/or Multilane Test Products S.A.R.L. (collectively and/or respectively, “MLTP”), including any software provided with, or for use with, such products or services (collectively, the “Product(s)”), provided however that if MLTP and Customer enter into or have entered into another agreement signed on behalf of both parties regarding the purchase and license of the specific MLTP Products being purchased and such agreement is in effect at the time the applicable Customer purchase order is accepted by MLTP (“Existing Agreement”), the terms and conditions of such Existing Agreement shall govern the purchase and license of those Products.

1. CONTROLLING TERMS.

1.1. Governing Terms. Subject to any Existing Agreement, all sales and all purchase orders shall be governed exclusively by these Terms and Conditions, and nothing contained in any such purchase order will in any way modify or supplement these Terms and Conditions. Acceptance of Customer’s order by MLTP is expressly conditional on the assent of Customer to these Terms and Conditions which assent will be conclusively presumed from Customer’s acceptance of the Products. Any terms or conditions in Customer’s purchase order or otherwise proposed by Customer, whether written or oral, that add to, vary from, or conflict with these terms and conditions are objected to by MLTP and shall be deemed null and void.

1.2. Use of Products. These Terms and Conditions set forth the terms and conditions for Customer’s purchase of Products, which Products are solely for (i) Customer’s internal business use, or (ii) resale, only if and where Customer has been granted distribution rights by MLTP for the specific Products to be resold/distributed.

2. PRICE AND PAYMENT.

2.1. Quoted Prices. The total price for the Products is the amount indicated on the MLTP quotation or sales order acknowledgements. Prices are valid for the period indicated on the quotation. Prices are per shipment terms specified in Section 3.4, Shipment.

2.2. Prices Exclusive of Taxes. Except as explicitly provided in our quotations or sales order acknowledgments, prices quoted do not include any taxes (including any excise, sales, use, value added, withholding, and similar taxes), customs duties, tariffs or license fees. To the extent such taxes or duties are required to be collected by MLTP, they will be added to the related invoice and are payable in full without reduction or setoff. If exemption from taxes or duties is claimed, Customer will provide a certificate of exemption.

2.3. Currency. Unless otherwise indicated in the quotation, sales order acknowledgement or separate written agreement between Customer and MLTP signed on behalf of both parties, payment for Products shall be made in U.S. Dollars to our designated accounts by check, wire transfer, or, if required by MLTP, letter of credit in full in advance of shipment.

multiLane

TEST PRODUCTS

2.4. Extension of Credit. MLTP may, at its sole discretion, extend credit and payment terms to Customer, and reserves the right to change those terms at any time, in its sole discretion, as facts and circumstances may warrant.

2.5. Non-Payment. If payment is not received in accordance with the payment terms set forth in this Section 2, then MLTP may, at its sole discretion, assess a late payment fee from the due date until paid at a rate of 1.5% per month, compounded monthly, or the maximum rate permitted by law, if less. Future shipments and delivery of services may be delayed or terminated until all outstanding payment issues have been resolved. Customer grants MLTP a security interest in Products purchased under these Terms and Conditions to secure payment for such Products. If requested by MLTP, Customer agrees to execute financing statements to perfect this security interest.

3. ORDERS AND DELIVERY.

3.1. Purchase Orders. All orders for Products submitted by Customer shall be initiated by written, faxed, or electronically transmitted purchase order. Customer shall submit purchase orders to MLTP at least sixty (60) days prior to the requested delivery date, but no more than one hundred eighty (180) days before the requested delivery date. No order shall be binding upon MLTP until accepted by MLTP in writing, and MLTP shall have no liability to Customer with respect to purchase orders that are not accepted or with respect to the delivery of items not specified on Customer's purchase order. MLTP shall use its reasonable commercial efforts to notify Customer of the acceptance or rejection of an order and of the anticipated delivery date for accepted orders within thirty (30) days after receipt of the purchase order. Any purchase order placed with less than the required lead time may result in additional charges should MLTP accept the requested delivery schedule.

3.2. Cancellations and Rescheduling.

a) Customer may cancel a purchase order without penalty by giving written notice of the cancellation to MLTP within forty-eight (48) hours of the initial placement of the order. After such time, Customer may not cancel, modify, or reschedule orders for Products within 30 days of original requested delivery date. Customer may modify or cancel orders more than 30 days before original requested delivery date, subject to a ten percent (10%) cancellation fee on the entire order if cancelled, or in the case of a modification, a ten percent (10%) cancellation fee on the positive difference, if any, in price of the order prior to the modification and the price of the order subsequent to the modification.

b) Customer may delay shipment only once, and for no more than 30 days from original requested delivery date, by giving written notice and receiving written approval from MLTP at least 30 days prior to original requested delivery date, and subject to a five percent (5%) rescheduling fee.

c) Any changes to delivery dates or modifications to the order after the initial order date may require a revised quotation and/or price change.

multiLane

TEST PRODUCTS

d) Rescheduling of existing purchase orders, if accepted by MLTP, to an earlier shipping date may require an expedited charge or commission adjustment.

e) Cancellation of custom Products and any items requiring special modifications to standard Products are subject to a one hundred percent (100%) cancellation charge less any credits MLTP may receive from returning materials to MLTP's suppliers.

3.3. Delivery. MLTP shall use commercially reasonable efforts to supply the Product ordered by Customer in accordance with accepted orders.

3.4. Shipment.

a) All Products delivered to Customer shall be suitably packaged, according to MLTP's sole judgment, for surface or air shipment in MLTP's standard shipping cartons. Unless otherwise agreed by the parties, MLTP shall select the carrier.

b) All shipping terms shall be with reference to Incoterms 2020 definitions.

c) Unless otherwise indicated on the MLTP quotation or sales order acknowledgement, each shipment will be delivered Ex Works MLTP's facilities (the "Shipping Point") for delivery to the designated carrier.

d) If Incoterm FCA, CPT or CIP selected: MLTP is authorized to act as Customer's true and lawful agent for purposes of preparing and filing the Electronic Export Information in accordance with the applicable laws and regulations.

e) Title to, and risk of loss or damage to such delivered Products shall pass to Customer per the shipping terms in the quotation or sales order acknowledgement, subject to Incoterms 2020 definitions, and where such quotation, sales order acknowledgement, or definitions are not specific as to the point of transfer of title and risk of loss, Customer shall assume title to and risk of loss as if the shipping carrier terms were Ex Works Shipping Point. All freight, insurance, duty, and other shipping expenses, as well as any special packing expenses, shall be paid by MLTP or Customer per the shipping terms in the quotation or sales order acknowledgement, subject to Incoterms 2020 definitions, and where such quotation, sales order acknowledgement, or definitions are not specific as to these charges, they shall be paid by Customer.

f) Customer shall also bear all applicable taxes, tariffs, duties, and similar charges that may be assessed against the Product after delivery to Customer or to the at the Shipping Point.

g) If Customer does not take delivery 7 days after shipment date, MLTP may cancel this order without notice and charge a ten percent (10%) cancellation fee.

h) If Customer requests delivery of Products to Customer's forwarding agent or another representative in the country of shipment, Customer shall assume responsibility for compliance with applicable export laws and regulations, including the preparation and filing of shipping documentation necessary for export clearance.

multiLane

TEST PRODUCTS

i) MLTP SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR PENALTY FOR DELAY IN DELIVERY OR FOR FAILURE TO GIVE NOTICE OF ANY DELAY. EXCEPT IN ACCORDANCE WITH THE APPLICABLE SHIPPING TERMS SET FORTH IN THESE TERMS OF SALE, MLTP SHALL NOT HAVE ANY LIABILITY IN CONNECTION WITH SHIPMENT, NOR SHALL THE CARRIER BE DEEMED TO BE AN AGENT OF MLTP.

3.5. Shipment Acceptance.

a) Products are considered accepted by Customer upon transfer of title of the Product. Any other acceptance procedures must be agreed to by MLTP's authorized representative in writing prior to shipment and may be subject to additional charges.

b) All sales are final. Except as provided in MLTP's warranty statements, MLTP does not accept returns unless (i) MLTP shipped a product other than as specified in the Purchase Order, and (ii) such Product is unused and still in its original packaging, and (iii) the Product is returned in accordance with MLTP's then current RMA policy and procedures.

4. SOFTWARE LICENSE.

Software accompanying or for use with hardware Products is provided under a written Software End User License Agreement which includes restrictions on use, disclosure and copying, and which is incorporated herein by reference. Customers may obtain a copy of MLTP's Software End User License Agreement or at the following link: <https://multilanetestproducts.com/software-end-user-license-agreement>, accompanying the associated Software and/or hardware Product, or from a MLTP representative.

5. WARRANTY AND DISCLAIMER.

5.1. Limited Product Warranty. MLTP warrants, only to Customer that, for a period of one (1) year after delivery of the MLTP hardware Product (including system software incorporated therein and required to operate the hardware Product, but specifically excluding any application or other software which is covered in 5.5 below), or for a period of ninety (90) days from delivery with respect to replacement parts, that the Product or replacement parts will operate in substantial compliance with the specifications in the associated MLTP data sheet.

MLTP does not warrant that the Product will operate without interruption or will be error free, or that all errors will be corrected.

5.2. Exclusive Remedy. MLTP'S SOLE LIABILITY AND OBLIGATION, AND CUSTOMER'S SOLE REMEDY, FOR BREACH OF THE FOREGOING WARRANTY SHALL BE REPAIR OR REPLACEMENT OF THE PRODUCT (or, at the sole option of MLTP, a refund of the purchase price). This warranty and remedy is conditioned on Customer's prompt written notice to MLTP, within the warranty period, of the nonconformity, and Customer's following MLTP's Product return procedures.

5.3. Services. Services provided hereunder shall be performed in a workmanlike manner consistent with industry standards. Customer must notify MLTP promptly, but in no event more

multiLane

TEST PRODUCTS

than thirty (30) days after completion of the services, of any claimed breach of this services warranty. Customer's sole and exclusive remedy for breach of this services warranty shall be, at MLTP's option, (i) re-performance of the services, or (ii) return of the portion of the service fees paid to MLTP by Customer for such non-conforming services, termination of any remaining related services to be performed by MLTP, and termination of all other MLTP obligations with respect to those services under these Terms and Conditions. Other than with respect to replacement parts warranties in Section 5.1, the provision of services under these Terms and Conditions shall not extend the warranties provided with any hardware purchased or software licensed by Customer.

5.4. Limitations. MLTP's warranty shall not extend to problems in the Product that result from (i) Customer's failure to implement all error corrections to the Product which are made available by MLTP, (ii) changes to the Product or system software or interacting Product made by parties other than MLTP, (iii) any use of the Product in a manner for which it was not designed or as not authorized under associated documentation or end user software licenses, (iv) negligence on the part of Customer, its employees, consultants, or agents, (v) any use of the Product with other products, hardware, software, or items not supplied by or inconsistent with the documentation provided by MLTP, (vi) misuse, abuse, accident, power surge, or operating conditions outside of the Product's operating specifications or, (vii) Customer use for beta, evaluation, testing, or demonstration purposes, or other circumstances for which MLTP does not receive a payment of a purchase price or license fee.

5.5. Software. Except as set forth hereinabove with respect to the system software, application software and all other software provided by MLTP is provided under the MLTP Software End User License Agreement.

5.6. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH ABOVE, MLTP AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, OR BY COURSE OF DEALING OR TRADE USAGE, AND MLTP AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY. EXCEPT AS EXPRESSLY STATED HEREIN, ALL PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY. CUSTOMER ASSUMES THE ENTIRE COST OF ANY DAMAGE RESULTING FROM THE INFORMATION PRODUCED BY THE PRODUCT OR ANY CHANGES MADE BY THE PRODUCT TO ANY THIRD PARTY OR CUSTOMER HARDWARE, SOFTWARE, OR INVENTORY. CUSTOMER ASSUMES ALL RESPONSIBILITIES FOR SELECTION OF THE PRODUCT TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCT.

6. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT ALLOWED UNDER LAW, IN NO EVENT WILL MLTP OR ITS SUPPLIERS BE LIABLE FOR ANY LOST PROFITS OR INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR INDIRECT DAMAGES, AND INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS

multiLane

TEST PRODUCTS

INFORMATION, THE COST OF PROCURING SUBSTITUTE OR ALTERNATIVE GOODS AND SERVICES, OR OTHER SIMILAR LOSS ARISING FROM THE USE OF (OR INABILITY TO USE) THE PRODUCT OR DOCUMENTATION, THE DATA COLLECTED OR CREATED IN THE USE OF THE PRODUCT, OR THE ACCOMPANYING DOCUMENTATION, NO MATTER HOW CAUSED AND ON ANY THEORY OF LIABILITY. IN NO EVENT SHALL MLTP'S TOTAL LIABILITY TO CUSTOMER FOR ALL DAMAGES, IN ANY ONE OR MORE CAUSES OF ACTION, ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE OR USE OF A PRODUCT UNIT (INCLUDING WITHOUT LIMITATION PURSUANT TO SECTION 7) EXCEED THE AMOUNT PAID BY CUSTOMER FOR THOSE PRODUCT UNIT(S) THAT ARE STILL WITHIN THEIR WARRANTY PERIOD. These limitations will apply notwithstanding the failure of essential purpose of any limited remedy and even if MLTP, its suppliers or dealers have been advised of the possibility of such damage or of any type of use intended by Customer. Customer acknowledges that these limitations are integral to the amount of consideration levied under these Terms and Conditions and that the consideration reflects this allocation of risk.

7. INFRINGEMENT INDEMNITY.

7.1. MLTP's Indemnity. MLTP shall defend or settle any claim, demand, suit or proceeding against Customer to the extent that such claim, demand, suit or proceeding is based on an allegation that any portion of the Product owned by MLTP, as furnished to Customer under these Terms and Conditions and used as authorized in these Terms and Conditions, infringes any third party's copyright or misappropriates such third party's trade secrets (an "Action"), provided that Customer (i) gives prompt written notice of the Action to MLTP, (ii) gives MLTP the exclusive authority to control and direct the defense or settlement of such Action, and (iii) gives MLTP, at Customer's own expense, all reasonably necessary information and assistance needed for the defense or settlement of such action. MLTP shall pay all amounts paid in settlement and all damages and costs awarded with respect to such Action defended by MLTP. Customer may participate in the defense of an Action after MLTP assumes the defense or settlement of the Action, provided that Customer shall pay any legal fees and expenses and other costs of defense it incurs in so participating.

MLTP will not be liable for any costs or expenses incurred without its prior written authorization.

7.2. Replacement Product. If any portion of the Product is held, or in MLTP's opinion is likely to be held, to infringe or misappropriate a third party's intellectual property rights, then MLTP may at its sole option and expense: (i) procure for Customer the right to continue using the Product, (ii) replace the Product with non-infringing Product, or (iii) in the event that neither of the foregoing is reasonably practicable, terminate these Terms and Conditions and refund to Customer the amounts paid for the Product returned to MLTP, less a reasonable sum for prior use based on the price originally paid by Customer to MLTP for the Product, and reduced by an equal monthly amount on a straight line basis over three years from date of original shipment.

7.3. Limit on Indemnity. The foregoing notwithstanding, MLTP shall have no liability for a claim of infringement to the extent the claim is based on: (i) the use by Customer of any Product more than thirty (30) days after MLTP notifies Customer in writing that continued use of the Product may subject Customer to such claim of infringement, provided that such claim of infringement

multiLane

TEST PRODUCTS

would have been avoided by the use of a replacement release made available by MLTP; (ii) the combination of any Product with other products not provided by MLTP, which claim would have been avoided if Product had not been so combined; or, (iii) the modification of any of the Product by anyone other than MLTP or its suppliers (iv) MLTP's compliance with Customer's designs, specifications, or instructions.

7.4. Entire Liability. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF MLTP, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT BY THE PRODUCT AND ITS DOCUMENTATION.

8. TERM AND TERMINATION.

8.1. Term. These Terms and Conditions shall remain in full force and effect until otherwise terminated below.

8.2. Termination

a) These Terms and Conditions will automatically and immediately terminate if Customer breaches any provision of the Software End User License Agreement.

b) MLTP may elect to terminate these Terms and Conditions if Customer is late in its payment for Product.

c) Either party may terminate these Terms and Conditions if the other party breaches a material term and such breach is not cured within thirty (30) days of written notice of the breach as given by the non-breaching party.

d) Either party may immediately terminate these Terms and Conditions by delivering written notice to the other party upon the occurrence of any of the following events: (i) a receiver is appointed for the other party or its property; (ii) the other party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within ninety (90) days; or (iii) the other party is liquidated or dissolved.

8.3. Effect of Termination.

a) Upon termination of these Terms and Conditions, all rights and licenses granted hereunder shall terminate, except as expressly provided in Section 8.3 (c) below.

b) Upon termination of these Terms and Conditions, Customer shall immediately discontinue use of the Product and documentation for which full payment has not been made and return it to MLTP.

c) The provisions of 1,2.5, 4 - 7, 8.3, and 9 - 18 of these Terms and Conditions shall survive any termination or expiration of these Terms and Conditions.

8.4. Other Remedies. Except as specifically provided otherwise, and subject to the limitations on liability set forth above, any and all rights and remedies of a party upon another party's breach of or default under these Terms and Conditions (whether expressly conferred by these Terms and Conditions or otherwise) shall be deemed cumulative with, and not exclusive of, any other right or remedy conferred by these Terms and Conditions or by law or equity on such party, and the exercise of any one remedy shall not preclude the exercise of any other. The waiver by either party of any right provided under these Terms and Conditions shall not constitute a subsequent or continuing waiver of such right or of any other right under these Terms and Conditions.

9. DISPUTE RESOLUTION.

Except for actions by a party for infringement of its patent or other intellectual property rights, any dispute or claim arising out of or relating to this these Terms and Conditions or breach thereof shall be finally resolved by arbitration in the City of San Jose, California before, and in accordance with the rules of, the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Either party, however, shall be entitled to apply to any court of competent jurisdiction for injunctive or equitable relief. In any suit or proceeding, including arbitration or mediation, relating to these Terms and Conditions the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of these Terms and Conditions, and shall survive expiration or termination and shall not be merged into any such judgment.

10. FORCE MAJEURE.

MLTP shall not be liable for nonperformance or delays, not otherwise excused, which occur due to causes beyond its reasonable control. These causes shall include, but shall not be limited to, acts of God, wars, riots, strikes, fires, storms, flood, earthquake, shortages of labor or material, labor disputes, vendor failures, transportation embargoes, acts of any government or agency thereof, judicial action or any or all other causes beyond its reasonable control. In the event of any such excused delay or failure of performance, the date of delivery shall, at the request of MLTP, be deferred for a period equal to the time lost by the delay. MLTP shall notify Customer in writing of any such event or circumstances within a reasonable time after it learns of same.

11. PROPRIETARY RIGHTS.

MLTP retains all proprietary rights in and to all designs, engineering details and other data pertaining to the Products specified in the order and to all discoveries, inventions, copyrights, patents and trade secrets which may be found or developed as a result of the efforts and work done by MLTP in connection with the order and to any and all Products developed by MLTP, including the sole right to manufacture or copy any and all such Products. Except as expressly set forth in Section 4 with respect to software, no license, express, implied, or otherwise, is

multiLane

TEST PRODUCTS

granted by MLTP. MLTP may require Customer to execute a separate confidential disclosure agreement.

12. MODIFICATION AND SUBSTITUTIONS.

MLTP reserves the right to make substitutions and modifications in the specifications of Products manufactured by MLTP providing that such substitution or modification will not materially adversely affect the form, fit or function of the Product. Products may contain reconditioned parts.

13. ASSIGNMENT.

Customer may not assign these Terms and Conditions, whether by operation of law, merger or reorganization, without the prior written consent of MLTP; any attempted assignment in violation of the foregoing will be void. Notwithstanding any assignment by Customer, Customer shall remain liable for the payment of all amounts due under these Terms of Conditions. MLTP may assign, without notice, its rights and interests under these Terms and Conditions, including but not limited to its rights to payment and remedies for non-payment, but will remain responsible for all of MLTP's obligations hereunder. MLTP's assignees will have MLTP's rights and remedies, but will not be subject to Customer's defenses against MLTP.

14. GOVERNMENT REGULATIONS.

14.1. Customer understands that MLTP is subject to regulation by agencies of the U.S. Government, including, but not limited to the U.S. Department of Commerce, which prohibit export or diversion of certain technical products to certain countries and prohibits corrupt payments to foreign officials for the purposes of obtaining or keeping business. Customer warrants that it will comply in all respects with (i) the Export Administration Regulations and all other export and re-export restrictions as may be applicable to the Product, and (ii) the United States Foreign Corrupt Practices Act of 1977.

14.2. To the maximum extent permitted by law, Customer shall be solely responsible for complying with, and shall otherwise assume all liabilities that may be imposed in connection with, any legal requirements adopted by any governmental authority related to Directive 2012/19/EU of the European Parliament and of the Council on Waste Electrical and Electronic Equipment (WEEE) (recast), dated 4 July 2012, or otherwise mandating waste collection, treatment, recovery, disposal, financing or related obligations in connection with the Products. Customer shall defend, indemnify and hold MLTP harmless from any damage, claim or liability relating thereto. At the time Customer desires to dispose of the Products, Customer is responsible for ensuring that products are handled appropriately and in accordance with all applicable laws. Customer shall contact MLTP directly, if necessary, to confirm the waste management options.

15. RESTRICTIONS

15.1. Products shall not be sold, exported, reexported, transferred, or diverted directly or indirectly to any use, location, or user in violation of the U.S. Export Administration Regulations

multiLane

TEST PRODUCTS

(EAR) (15 C.F.R. Parts 730 to 744); US Sanctions administered by the U.S Department of the Treasury's Office of Foreign Assets Control (OFAC) (31 C.F.R Parts 500 to 599); EU sanctions implemented by EU Member States; or EU and Member States export controls administered pursuant to Council Regulations (EC) 821/2021, Switzerland export control regulations and all other applicable national export control laws and regulations (collectively, "Sanctions").

15.2. Products shall not be sold, exported, reexported, transferred, or diverted directly or indirectly to any person: (i) that is a target of Sanctions; (ii) located, organized or ordinarily residing in Iran, North Korea, Syria, Cuba or the Crimea, Donetsk or Luhansk region of the Ukraine; or (iii) owned or controlled by a person described in clause (i) or (ii), as a result of which such owned or controlled person is subject to the same prohibition or restrictions as the person in (i) or (ii).

15.3. Products shall not be sold, exported, reexported, transferred, or diverted directly or indirectly to any person on any list of concern, such as the U.S. Department of Commerce's Bureau of Industry & Security (BIS) Denied Person List, Entity List, Unverified List, or the Military End User List.

15.4. Products shall not be sold, exported, reexported, transferred, or diverted directly or indirectly for any prohibited activities set forth in Section 744 of the EAR, including, but not limited to, prohibited nuclear, missile, unmanned aerial vehicle (drone), or chemical-biological weapons activities.

15.5. Products shall not be used for the Production (including test) or development of any part, component, or equipment produced, purchased, or ordered by any entity on the Entity List without authorization or any entity on the Entity List with a footnote 1, 3 or 4 designation in the license requirement column of the Entity List (15 C.F.R. Part 744, Supp. No. 4).

15.6. Products shall not be exported, reexported, transferred, or diverted directly or indirectly for the production of a supercomputer in or destined to China or Macau; for the production of integrated circuits at a semiconductor fabrication facility; or for the production of items specified under ECCN's 3B002, 3B090, 3B611, 3B991 or 3B992 as defined in 744.23.

15.7. Customer is not a military end user/military intelligence end user, shall not use the Product(s) for a military end use/military-intelligence end use and shall not sell, export, reexport, transfer or divert the Product(s) to a military end user/military-intelligence end-user as defined in the EAR part 744.21 and 744.22. Customer shall not use the Products for a military end-use including for the development, production or test of a military item as defined in Article 4 of Council Regulations (EC) 821/2021.

16. NO AGENCY.

These Terms and Conditions do not create any agency, partnership, joint venture, or franchise relationship. No employee of either party shall be or become, or shall be deemed to be or become, an employee of the other party by virtue of the existence or implementation of these Terms and Conditions. Each party hereto is an independent contractor. Neither party shall assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

17. NOTICES.

Notices required under these Terms and Conditions shall be given in writing and directed to the address set forth below for MLTP, or for Customer, to either of the last address a) to which an invoice was sent by MLTP, or b) from which a purchase order was received by MLTP. MLTP's address for notices is: Multilane Test Products, Inc., Attn: Contracts, 90 Headquarters Dr San Jose, CA 95134, USA, or alternately, contracts@teradyne.com. Acceptable methods for sending notice are overnight courier, certified mail, or electronic mail. Notices given by overnight courier or certified mail are deemed delivered two (2) days after posting and notices given by email are deemed to be delivered when sent. Notwithstanding the foregoing, notices regarding changes in software license terms, policies, or programs may be delivered by email.

18. ENTIRE AGREEMENT.

These Terms and Conditions constitute the final, complete and exclusive agreement between the parties with respect to Customer's use of the Products and supersedes any prior or contemporaneous representations or agreements, whether written or oral.

19. MISCELLANEOUS.

These Terms and Conditions are governed by the laws of the Commonwealth of Massachusetts, excluding conflicts of laws principles. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms and Conditions shall remain in full force and effect. The headings in these Terms and Conditions are inserted for convenience only and do not affect its interpretation.