1. STANDARD TERMS AND CONDITIONS

Any offer made by Ushio America, Inc. ("**Seller**") to sell goods ("**Products**") to you ("**Purchaser**") is subject to these terms and conditions ("**Terms**"). Products that are subject to these Terms are any products sold by Ushio America, Inc., excluding Care222® modules and capital equipment, which are subject to separate terms and conditions. Seller's offer to sell Products expressly limits Purchaser's acceptance to these Terms without modification, and no modification of the Terms will bind Seller unless expressly accepted in writing by Seller. Any different or additional terms and conditions proposed by Purchaser are hereby rejected and shall be of no effect, even if such terms and conditions have not been expressly rejected by Seller. Seller and Purchaser are referred to individually as a "**Party**" and collectively as the "**Parties**."

2. ORDERS

Purchaser shall submit to Seller written purchase orders for all Products to be purchased by Purchaser from Seller. All purchase orders for Products shall be subject to Seller's written acceptance. For private label, custom, or "buy on demand" or special order Products, Seller may require that the quantity ordered take into account the yield rate for the Product and that Purchaser be responsible for production overages or underages based on the applicable yield rate.

3. PRICING, TAXES, AND MINIMUM ORDER

3.1 Unless otherwise specified by Seller, prices are in US currency. Prices do not include, and Purchaser shall pay (or reimburse Seller for), (a) freight and associated charges, (b) insurance, and (c) any and all duties, excise, sales, use, personal property, inventory or similar taxes, charges or levies imposed on or in connection with the sale or use of Products sold by Seller to Purchaser or held by Seller for Purchaser pending shipment. Purchaser will provide a resale certificate or other certificate, document, or other evidence of exemption for payment or withholding of taxes requested by Seller.

3.2 Price quotations are subject to change without notice. After acceptance, price terms are subject to increase to cover cost increases, including increases in any applicable duties or tariffs.

3.3 Orders are subject to stock availability. Unless waived by Seller or otherwise agreed to by the Parties, for orders with a net value (exclusive of any fees and taxes) less than $500 per addressee, Seller will charge a handling fee of $50.

4. PAYMENT TERMS

4.1 Unless otherwise specified by Seller, payment terms are net 30 days from the date of invoice. Seller may extend credit to Purchaser upon such terms and conditions as Seller deems appropriate and may withdraw or modify any credit arrangement in its sole discretion.

4.2 Interest at a rate equal to the lower of 1.5% per month or the maximum rate permitted by law shall accrue on the outstanding balance of all payments not made when due, and any such interest shall be payable on demand.

5. DELIVERY AND RISK OF LOSS

5.1 All delivery dates are approximate and Seller shall have no liability to Purchaser for late deliveries.

5.2 Unless otherwise specified by Seller, shipments follow Incoterms® 2010; specific shipping terms are set forth in Seller's order acknowledgement.

6. ORDER CHANGES, CANCELLATION AND RETURNS

6.1 Orders accepted by Seller, including blanket orders, are not subject to change or cancellation by Purchaser, and Purchaser shall pay to Seller the full price of Products ordered. Any waiver that Seller may make shall be at Seller's sole discretion on a case-by-case basis and subject to Section 15.4.

6.2 Seller may, but is not obligated to, accept returns of Products. Any such returns (other than returns requested by Seller in connection with warranty claims) will be limited to current Products in original cartons and in standard package quantities. Any credit issued by Seller will be for the original net purchase price of Products less any return transportation

charge paid by Seller and a restocking charge equal to 25% of the original net purchase price. Under no circumstances will Seller accept returns of private label or custom Products or “buy on demand” or special order Products.

6.3 Products may not be returned to Seller unless Seller consents in writing and assigns a return authorization number. Any unauthorized returns or shipping containers received from Purchaser which do not bear a return authorization number will be returned to Purchaser at Purchaser’s expense. Return shipments must be prepaid, insured, and shipped at Purchaser’s expense.

7. SPECIFICATION & CHANGES

7.1 For standard Products that are in Seller’s catalog (“Catalog Items”), specifications shall be those set out in Seller’s catalog in effect from time to time, delivered to Purchaser along with Products, or otherwise set forth in Seller’s order acknowledgment (“**Specifications**”). For Products that are not Catalog Items (such as private label and custom Products and “buy on demand” Products), specifications shall be those delivered to Purchaser upon qualification or along with Products, or otherwise set forth in Seller’s order acknowledgment. No other specification, descriptive material, written or oral representation, correspondence, or statement shall form part of or be incorporated by reference into these Terms.

7.2 Seller may make modifications to any Product or Specifications: (a) to conform to any applicable laws, (b) to make a Product non-infringing with respect to any rights under patent, copyright, and trademark, trade secret, or other intellectual property laws (“**Intellectual Property Rights**”), or (c) to otherwise improve a Product, so long as such modifications do not materially affect the quality or performance of Products. Seller will use reasonable endeavors to promptly notify Purchaser of any such material changes.

8. WARRANTY, DISCLAIMER, AND LIMITATION OF LIABILITY

8.1 Seller warrants to Purchaser that Products sold by Seller to Purchaser will be free from manufacturing defects in materials and workmanship for a period of one (1) year from the date of the applicable invoice, unless otherwise specified in the applicable Product specifications (“**Warranty Period**”). **Seller shall have no liability with respect to warranty claims made by Purchaser after the Warranty Period.**

8.2 **EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, (a) NEITHER SELLER NOR ANY PERSON ON SELLER’S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR PERFORMANCE OF PRODUCTS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED; AND (b) PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER’S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THESE TERMS.**

8.3 The warranty set forth in Section 8.1 is subject to the specific terms of Seller’s standard limited warranty on Products, a copy of which will be provided by Seller upon request. The warranty does not apply to any Product that: (a) has been subject to abuse, misuse, neglect, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use that is contrary to any instructions issued by Seller and that occur after delivery to the carrier for shipment to Purchaser; (b) has been reconstructed, repaired, or altered by anyone other than Seller or its authorized representatives; or (c) is a development, pre-production, or any form of prototype whatsoever. Seller makes no warranty as to the useful life of Products. At Seller’s request, Purchaser shall return Products to Seller at its original shipping point for verification that the warranty set forth in Section 8.1 of these Terms, as limited by this Section 8.3, is applicable. Any such returns are subject to the provisions of Section 6.3.

8.4 Notwithstanding any other provision of these Terms, if any Products are found to be defective in material or workmanship, or otherwise fail to comply with the warranties set forth above (“**Defective Products**”), this Section 8.4 sets forth Purchaser’s exclusive remedy for Defective Products. Purchaser’s remedy under this Section 8.4 is conditioned upon Purchaser’s compliance with its obligations set forth below. Purchaser shall notify Seller in writing of any alleged claim or defect within ten (10) business days from the date Purchaser discovers, or upon reasonable inspection should have discovered, such alleged claim or defect (but in any event before the expiration of the applicable Warranty Period).

Purchaser shall ship, at Purchaser's expense and risk of loss, such allegedly Defective Products to Seller's facility for inspection and testing by Seller. If Seller's inspection and testing reveals, to Seller's reasonable satisfaction, that such Products are indeed defective and any such defect has not been caused or contributed to by any of the factors described under Section 8.3 above, then subject to Purchaser's compliance with the conditions set forth in this Section, Seller shall in its sole discretion and at its expense repair or replace such Defective Products or provide a refund or issue a credit for an amount not to exceed the original purchase price paid by Purchaser to Seller for the Defective Product. If Seller elects to provide a repair or replacement, Seller shall ship to Purchaser, at Seller's expense and risk of loss, the repaired or replaced Products to a location designated by Purchaser. THIS SECTION SETS FORTH PURCHASER'S SOLE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED PRODUCT WARRANTY SET FORTH IN SECTION 8.1.

9. INDEMNIFICATION

9.1 Seller Indemnification--General. Seller shall defend, hold harmless, and indemnify Purchaser, its affiliates, directors, officers, agents, shareholders and employees (collectively, "**Purchaser Indemnitees**") from and against all damages (whether as the result of breach of contract, warranty, tort, strict liability, or any other theory), losses, costs (including reasonable attorneys' fees and other expenses), civil penalties, claims, demands, lawsuits, or other actions, liabilities and/or obligations of any kind (including death of or injury to person or damage to any property (personal, real or otherwise) or environmental harm) (collectively, "**Liabilities**") to the extent brought by a third party alleging injury arising or resulting or alleged to have arisen or resulted from (a) the failure of Seller or Products to comply with any of the representations, warranties, covenants, or other provisions of these Terms; (b) any negligent acts or omissions of Seller, its agents, representatives, employees or subcontractors; or (c) Products, whether due to the method of disinfection, any alleged defect, or any alleged failure in Products or otherwise. This indemnity shall be inapplicable to the extent the Liabilities arise from matters indemnified by Purchaser.

9.2 Exceptions and Limitations on Seller Indemnification. Notwithstanding anything to the contrary in these Terms, Seller is not obligated to indemnify or defend (if applicable) a Purchaser Indemnitee against any action, demand, lawsuit, arbitration, proceeding, litigation, subpoena, or investigation of any nature ("**Claim**") brought against Purchaser if such Claim or corresponding Liabilities arise out of or result from, in whole or in part, (a) the Purchaser Indemnitee's or its customer's negligence or more culpable act or omission; (b) the Purchaser Indemnitee's bad faith failure to comply with any of its obligations set forth in these Terms; (c) the Purchaser Indemnitee's or its customer's use of Products in any manner not otherwise authorized under these Terms or that does not materially conform with any usage instructions provided by Seller; or (d) products manufactured by Purchaser in which Products produced by Seller are incorporated.

9.3 Seller Indemnification—Intellectual Property. In addition to its indemnification obligations above, Seller further agrees to defend, hold harmless, and indemnify the Purchaser Indemnitees from and against all Liabilities arising or alleged to have arisen from any and all Claim of a third party alleging that any of Products infringe any Intellectual Property Rights of a third party. If Products become, or in Seller's opinion is likely to become, subject to a third-party Claim that qualifies for intellectual property indemnification coverage under this Section 9.3, Seller shall, at its sole option and expense, notify Purchaser in writing to cease using all or a part of Products, in which case Purchaser shall immediately cease all such use of such Products on receipt of Seller's notice. In such case, Seller agrees (a) to secure the right for Purchaser to continue to use the Product, (b) to modify it, or (c) to replace it with one that is equivalent. If Seller determines that none of these alternatives is reasonably available, Purchaser agrees to return the Product to Seller on Seller's written request. Any Claim against Purchaser for infringement of third-party Intellectual Property Rights arising from the continued use of the Product following a request for return by Seller is the sole responsibility of Purchaser.

9.4 Exception to Seller Intellectual Property Indemnification. Notwithstanding anything to the contrary in these Terms, Seller is not obligated to indemnify or defend any Purchaser Indemnitee against any Claim under Section 9.3 if such Claim or corresponding Liabilities arise out of or result from, in whole or in part: (a) the circumstances described in Section 9.2; (b) Purchaser's marketing, advertising, promotion, or sale of Products; (c) use of Products in combination with any products, materials, or equipment supplied to Purchaser by a person other than Seller if the infringement would have been avoided by the use of Products or use of Products not so combined; (d) any modifications or changes made to Products by any person other than Seller if the infringement would have been avoided without such modification or change; (e) products manufactured or designed by Purchaser in which Products were incorporated; (f) functionality provided by Seller at the instruction of Purchaser; (g) Seller's compliance with any design or specification furnished and required by Purchaser; or (h) Purchaser's failure to install any upgrade provided by Seller at no cost.

9.5 Purchaser Indemnification. Purchaser shall defend, hold harmless, and indemnify Seller, its affiliates, directors, officers, agents, shareholders and employees (collectively, "**Seller Indemnitees**") from and against all Liabilities to the extent brought by a third party alleging injury or infringement of third-party Intellectual Property Rights arising or resulting or alleged to have arisen or resulted from: (a) the failure of Purchaser to comply with any of the representations, warranties, covenants, or other provisions of these Terms; (b) any negligent act or omission of Purchaser, its agents, representatives, or employees; (c) products manufactured by Purchaser in which Products produced by Seller are incorporated; or (d) Product's compliance with Purchaser's specifications or requirements that are not part of Seller's Standard Product (as defined below) that is offered to the general public in the normal course of Seller's business. This indemnity shall be inapplicable to the extent the Liabilities arise from matters indemnified by Seller. "Standard Product" means a product as sold by Seller to Purchaser that (a) has not been modified specifically for Purchaser, (b) is available to the general public for purchase from Seller, and (c) has been packaged and tested before delivery to carrier for shipment.

9.6 Indemnification Procedures. In the event any indemnified Party is named as a party to a Claim, the indemnifying Party will, at the option of the indemnified Party, defend such matters with counsel of its own choosing. The indemnified Party has the right (but no obligation) to participate in the defense of such Claim at its expense. In no event will the indemnifying Party settle any Claim or consent to the entry of any judgment against the indemnified Party without the indemnified Party's prior written consent, not to be unreasonably delayed or withheld.

10. DISCLAIMER AND LIMITATION OF LIABILITY

10.1 SUBJECT TO SECTION 10.3 BELOW, IN NO EVENT SHALL SELLER OR PURCHASER BE LIABLE TO THE OTHER OR TO ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS, UNDER ANY EQUITY, COMMON LAW, TORT, CONTRACT, ESTOPPEL, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY (a) INCIDENTAL, SPECIAL OR CONSEQUENTIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES OR (b) DAMAGES RESULTING FROM LOSS OF SALE, BUSINESS, PROFITS, DATA, OPPORTUNITY OR GOODWILL, EVEN IF THE REMEDIES PROVIDED FOR IN THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING DAMAGES. NO DAMAGES FOR BREACH OF THESE TERMS WILL BE PAYABLE BEYOND THE AMOUNTS THAT CAN BE PROVEN WITH REASONABLE CERTAINTY.

10.2 SUBJECT TO SECTION 10.3 BELOW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY FOR ANY AMOUNTS IN EXCESS OF THE GREATER OF (i) $1,000,000 OR (ii) THE AGGREGATE CONTRACT PRICE FOR PRODUCTS PROVIDED BY SELLER TO PURCHASER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

10.3 SECTIONS 10.1 AND 10.2 SHALL NOT APPLY TO OR OTHERWISE LIMIT DAMAGES ARISING OUT OF OR RELATING TO (i) PURCHASER'S BREACH OF SECTION 11 (SELLER INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS) (ii) EITHER PARTY'S BREACH OF SECTION 12 (CONFIDENTIALITY), (iii) PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, (iv) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY; (vi) INFRINGEMENT, VIOLATION, OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS; (vii) INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 ARISING OUT OF OR RELATED TO THIRD-PARTY CLAIMS AS SET FORTH IN (a) SECTION 9.1 AND SECTION 9.5 AS THEY RELATE TO PERSONAL INJURY/PROPERTY DAMAGE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT; (b) SECTION 9.3 (SELLER INTELLECTUAL PROPERTY INDEMNIFICATION) (BUT LIMITED, FOR DAMAGES THAT ARE NOT PUNITIVE DAMAGES, TO AMOUNTS THAT CAN BE PROVEN WITH REASONABLE CERTAINTY AND, FOR PUNITIVE DAMAGES ONLY, AROSE DUE TO SELLER'S ACTS OR OMISSIONS); OR (viii) ANY OTHER LIABILITY TO THE EXTENT THAT IT CANNOT BE LIMITED BY APPLICABLE LAW.

11. SELLER INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

11.1 All Intellectual Property Rights and other proprietary rights relating to Products including, but not limited to, any drawings, data, designs, or other technical information supplied by Seller to Purchaser in connection with the sale of any Products shall remain Seller's property.

11.2 Purchaser agrees not to, and will not encourage, assist, or authorize any other person to reverse engineer, decompile, or disassemble the Product.

11.3 Purchaser agrees to comply with Seller's trademark usage policy, which can be accessed at https://www.ushio.com/corporate/ushio-logo-release/ for trademarks owned by Ushio America, Inc. The USHIO standard character mark and stylized logo mark are registered trademarks of Ushio America, Inc. Purchaser agrees not to remove, alter, obscure, or deface any marks, names, notices, or numbers affixed to Products without Seller's written consent. The usage policy for trademarks owned by or licensed to Ushio INE GmbH can be accessed at https://www.ushio-ine.com. Ushio INE GmbH is a licensee of the OSRAM brand for certain entertainment and technical lighting products. OSRAM is a trademark of OSRAM GmbH. For OSRAM branded products covered under license, the OSRAM mark can only be used at the product level. The licensed product brand OSRAM must never be presented as a company, manufacturer, distributor, or decision-maker. All references of the company as the manufacturer must be presented as Ushio INE GmbH.

12. CONFIDENTIALITY

12.1 "Confidential Information" means any non-public, confidential, or proprietary information disclosed by one Party (and with respect to Seller, including its Affiliates) (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") that (a) is conspicuously marked with a "confidential," "proprietary," or some similar legend to indicate its confidential nature if such Confidential Information was disclosed in written or electronic form; (b) is clearly designated as confidential at the time of disclosure and is specifically identified in a confirmatory writing sent to the Receiving Party within thirty (30) days after initial disclosure if such Confidential Information was observed visually, disclosed verbally, or was received in physical form; or (c) would otherwise be reasonably expected to be treated in a confidential manner under the circumstances of disclosure.

12.2 The Receiving Party will maintain the Disclosing Party's Confidential Information in strict confidence and will not disclose any of the Confidential Information to any third party, other than to those of its Representatives (as defined below) who (a) have a need to know the Confidential Information to fulfill its obligations under these Terms or to properly use Products; and (b) are under a duty, contractual or otherwise, to maintain the confidentiality of the Confidential Information. "**Representatives**" means directors, officers, employees, agents, subcontractors, attorneys, accountants or advisers of a Party and its Affiliates. "**Affiliate**" means with respect to a Party any corporation or entity that directly or indirectly controls or is controlled by such Party, where control is by ownership of more than 50% of the outstanding voting securities or voting ownership interests of such corporation or other entity.

12.3 The Receiving Party shall use the same degree of care in protecting Confidential Information of the Disclosing Party against unauthorized disclosure or use as it uses in protecting its own Confidential Information, but in any event will use at least a reasonable degree of care.

12.4 Information shall not constitute Confidential Information of the Disclosing Party if: (a) at the time of disclosure to the Receiving Party it was public information, or thereafter becomes public information without any fault on the part of the Receiving Party or its Representatives; (b) it was already known to the Receiving Party or its Affiliates at the time of receipt and not subject to any other contractual restriction on disclosure; (c) it is independently developed by or on behalf of the Receiving Party or its Affiliates without using Confidential Information of the Disclosing Party; (d) it is rightfully received by the Receiving Party or its Affiliates from a third party not subject to restriction on disclosure of such information; or (e) it is disclosed by the Disclosing Party to others without restriction on disclosure, or it is approved for disclosure by written authorization by an authorized person of the Disclosing Party.

12.5 The Receiving Party may disclose the Confidential Information of the Disclosing Party pursuant to the order of any court, governmental agency, or arbitrator, or pursuant to applicable law, provided that the Receiving Party provides the Disclosing Party with prompt notice of such requirement in order to allow the Disclosing Party the opportunity to seek a protective order or other appropriate relief.

12.6 Except as otherwise specifically provided in these Terms, neither Party grants to the other Party any right or license to use, or any estoppel, forbearance, or exhaustion of any rights under its Confidential Information or Intellectual Property Rights.

12.7 Each Party agrees that any violation or threatened violation of the confidentiality obligation set forth herein may cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief in addition to all legal remedies available to it.

13. COMPLIANCE WITH EXPORT CONTROL LAW

Purchaser agrees that Products may be subject to the export and re-export control laws and regulations of the United States, including but not limited to the Export Administration Regulations ("EAR") and Department of the Treasury Office of Foreign Asset Controls ("OFAC") Regulations and agrees to comply with these laws and regulations. Without limiting the foregoing, Purchaser will not, without proper authorization from the applicable United States Government Agency, export, re-export, or transfer any Product, either directly or indirectly, to any entity, country, or national of any country in breach of such laws and regulations. Furthermore, Purchaser shall indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Purchaser, and Purchaser shall compensate Seller for all losses and expenses resulting thereof.

14. FORCE MAJEURE

Seller shall have no liability to Purchaser for any delay or failure in carrying out its obligations to Purchaser for reasons beyond Seller's control including, without limitation, acts of God, war, terrorism, natural disasters, epidemic or pandemic, labor disputes, port congestion, container shortages, changes in or compliance with laws, regulations or governmental policies and shortages of supplies and services, and governmental actions, including without limitation shelter-in-place or similar orders. Seller may extend delivery until any such cause of delay has been removed or, at its option, cancel the undelivered portion of any order so affected without liability to Purchaser except for the return of any payment made by Purchaser to Seller with respect to any undelivered portion of the order so canceled.

15. MISCELLANEOUS

15.1 Purchaser's rights, duties, and claims under these Terms may not be assigned, transferred, or delegated without prior written consent of Seller in each instance.

15.2 Except for non-payment, neither Purchaser nor Seller will bring a legal action under these Terms more than two (2) years after the cause of action arose.

15.3 These Terms form the complete and exclusive agreement between Seller and Purchaser and replace any prior oral or written proposals, correspondence, or communications regarding the subject matter hereof.

15.4 No forbearance, delay, or indulgence by either Party in enforcing the provisions of these Terms shall prejudice or restrict the rights of that Party, nor shall any waiver of its rights operate as a waiver of any subsequent breach.

15.5 These Terms may not be modified or amended except in writing signed by a duly authorized representative of Seller and Purchaser.

15.6 These Terms and any contract of sale between Seller and Purchaser shall be governed by the laws of the State of California, USA, without reference to conflicts of law provisions other than such provisions directing application of California law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms or to any contract of sale between Seller and Purchaser.

15.7 If there is a dispute between the Parties (whether or not the dispute arises out of or relates to these Terms), the Parties agree that they will first attempt to resolve the dispute through one senior management member of each Party. If they are unable to do so within sixty (60) days after the complaining Party's written notice to the other Party, the Parties will then seek to resolve the dispute through non-binding mediation conducted in Orange County, California. Each Party must bear its own expenses in connection with the mediation and must share equally the fees and expenses of the mediator. If the Parties are unable to resolve the dispute within sixty (60) days after commencing mediation, either Party may commence litigation in the state or federal courts in Orange County, California. The Parties irrevocably submit to the exclusive jurisdiction of those courts and agree that final judgment in any action or proceeding brought in such courts will be conclusive and may be enforced in any other jurisdiction by suit on the judgment (a certified copy of which will be conclusive evidence of the judgment) or in any other manner provided by law. Process served personally or by registered

or certified mail, return receipt requested, will constitute adequate service of process in any such action, suit, or proceeding. Each Party irrevocably waives to the fullest extent permitted by applicable law (a) any objection it may have to the laying of venue in any court referred to above; (b) any claim that any such action or proceeding has been brought in an inconvenient forum; and (c) any immunity that it or its assets may have from any suit, execution, attachment (whether provisional or final, in aid of execution, before judgment or otherwise), or other legal process.

15.8 If any provision contained in these Terms or any contract of sale between Seller and Purchaser or any portion of any such provision is held to be unenforceable or invalid, the remaining provisions and portions shall nevertheless be carried into effect.

15.9 The headings contained in these Terms are for convenience only and do not in any way interpret, limit, or amplify the scope, extent or intent of any of the provisions.