



MANUFACTURING AGREEMENT TERMS AND CONDITIONS

1. Definitions. The term "SINAPTIC" means SINAPTIC Technologies, LLC, or "Seller." The term "Buyer" means the individual, corporation, or other legal entity submitting an order to SINAPTIC as identified on the Sales Order Acknowledgement. The term "Terms" means these Terms and Conditions. The term "Purchase Order" or "Order" means Buyer's expressed desire, whether written or oral, to purchase Goods from SINAPTIC. The term "Goods" means all of the products, materials, and related services that the Buyer desires to purchase from SINAPTIC. The term "Sales Order Acknowledgement" shall mean the Sales Order Acknowledgement form issued by SINAPTIC acknowledging any Order by Buyer. "Landed Cost" means the manufacturer's unit cost in addition to any tariffs, export fees, licenses, or other ancillary documentation required to enter the domestic market. The term "Brokered" means any commodity, components or materials not sourced from original equipment manufacturer. The term "Blanket Purchase Order" means a multiple delivery scheduled purchase order longer than 30 days. The term "Kit" means that Buyer has provided some or all of the materials required in connection with the Order and the term "Turnkey" means that SINAPTIC shall purchase all materials to Buyer's specifications or bill of materials all as set forth in the Sales Order Acknowledgement.

2. Acceptance. These Terms and the Sales Order Acknowledgement are the only terms which govern the sale of the Goods by Seller to Buyer and such terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its Purchase Order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

3. Price. Unless specified otherwise in a written, signed SINAPTIC communication, the prices and charges stated in the Sales Order Acknowledgement will not be adjusted. The prices and charges stated in the Sales Order Acknowledgement do not include any sales or other similar taxes that SINAPTIC is required to pay under applicable laws and regulations in respect of the Goods, excluding taxes based on SINAPTIC income. In the event commodity prices change during the processing of an Order, Buyer shall be solely responsible for all such price increases and the prices set forth in the Sales Order Acknowledgement shall be adjusted upon written notice by SINAPTIC to Buyer.

4. Payment. Payment terms are Net 30 days. SINAPTIC will establish a credit limit and periodically evaluate account status. Limit shall be updated accordingly. Buyer agrees to pay amount shown on invoices within the 30 day period. Any payment not made when due shall be subject to interest to be paid by Buyer at the lesser of 1.5% per month or the highest rate permissible under applicable law. Accounts with unpaid amounts exceeding 60 days from the invoice date shall be subject to credit hold and/or termination. In addition to the late charge, Buyer agrees to pay all out-of-pocket collection expenses incurred by SINAPTIC (including any attorney's fees and other costs) in any legal process collection fee requirement should Buyer fail to make timely payments or if Buyer breaches any of Buyer's other contractual obligations. In addition, SINAPTIC reserves the right to fee assessment for returned checks covering administrative costs and bank charges.

5. Force Majeure. SINAPTIC will not be liable for delays in filling this Order or failure in the performance of any of its obligations caused by accidents, labor disputes, shortages of labor, materials, fuel or power, or fires, floods or other acts of God, acts or omissions of Buyer, priorities required, requested, or granted for the benefit of the national or any local government, restrictions imposed by national or local legislation or regulations, or any cause, whether similar or dissimilar to those enumerated in this section, including without limitation cease of production/operation by a company due to economic hardship, which is beyond the control of SINAPTIC.

6. Delivery Schedule. From date of Sales Order Acknowledgement, SINAPTIC will require an approximate manufacturing period after receipt of the longest material lead time, or complete Kit receipt, for initial shipment. Delivery schedules remain established on a 90 day basis. Buyer SHALL NOT be allowed to delay scheduled delivery within a 30 day window from either the established date agreed in the Sales Order Acknowledgement or 30 days from delivery of the longest lead item. In the event the Buyer requests delaying the schedule after 30 days beyond the original scheduled ship date, request shall be submitted by an authorized Buyer representative with a signed document requesting delay and the Buyer agrees to prepay material cost impacted by such schedule change upon SINAPTIC request and invoice delivery. All Purchase Orders delivery shall not be delayed by more than half of the original delivery period. In the event of any request for quantity increase in connection with any Order, the Buyer must contact SINAPTIC in writing. SINAPTIC may increase the quantity and make adjustments in regard to cost, lead time, delivery, and other purchase order processing impacts with the option of requesting the Buyer issue a new unique purchase order with mutual understanding that processing conditions may not be identical to the original Purchase Order for the same Goods. SINAPTIC shall be considered in completion of Purchase Order commitment with a $\pm 3\%$ delivery variance.

7. Warranty. Goods are warranted free from workmanship defect(s) for a period of 90 days from the date of invoice. Buyer agrees that Goods shall not be characterized as defective if operated within the intended parameters of application and design. Any electrical or physical alteration of Goods beyond original specification and without SINAPTIC written certification agreeing to such alteration to in the Sales Order Acknowledgement shall cause the warranty to become null and void. For Turnkey assemblies, SINAPTIC offers a pass through warranty on components based on the component manufacturer's warranty, for any defective components. SINAPTIC will repair or replace, free of charge, any defective Goods due to workmanship, or issue a credit for the sale price of the unit at SINAPTIC discretion. SINAPTIC makes no other warranty regarding parts or components supplied by Buyer in connection with Kit assemblies and SINAPTIC makes no warranties related to Brokered components or materials. No Goods shall be returned to SINAPTIC without SINAPTIC issuing a written Returned Material Authorization number.

EXCEPT FOR THE WARRANTY SET FORTH HEREIN, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.

8. Shipping and Freight; Title and Risk of Loss. Buyer is responsible for all freight, shipping and related taxes. Freight charges may be paid by SINAPTIC and charged at time of invoice, or SINAPTIC may ship Goods on Buyer's FedEx, UPS or DHL account. SINAPTIC shall take reasonable precautions in the application of standard commercial practice to prevent damage or loss prior to shipment. Title and risk of loss passes to Buyer upon delivery of the Goods Seller's place of business and Buyer shall be solely responsible for maintaining any insurance against loss or damage in shipment.

9. Excess and Obsolete Material (Turnkey assembly only). The Buyer is fully aware and will retain financial responsibility for excess material purchased by SINAPTIC in order to fulfill contractual obligations. This includes excess or obsolete material due to customer bill of material changes. SINAPTIC shall practice appropriate inventory control and material requirements planning (MRP) based upon purchasing practices for the established Sales Order Acknowledgement quantities, however, there will be an associated "overage". Overages are associated with any material not consumed within the Purchase Order period fulfillment and remain in "open" or partial containers or reels as determined by SINAPTIC. Unless otherwise agreed by SINAPTIC, excess or obsolete material shall be deemed to mean any such materials that are not subject to a Purchase Order by Buyer for a period of six (6) months after purchase by SINAPTIC. In addition, customer will be responsible for all Non-Cancelable/Non-Returnable (NCNR) materials placed on order by SINAPTIC. Any material overages not having additional Purchase Order coverage for future deliveries shall be invoiced at cost plus determined margin for acquisition and handling and shall be paid within 30 days of invoicing by SINAPTIC. Material overages shall then be sent to Buyer subsequent to Purchase Order fulfillment. Any foreign purchased material shall be factored as the Landed Cost in final pricing.

10. Indemnity. Buyer will release, hold harmless, indemnify and defend SINAPTIC from any liability (including without limitation liability for negligence or strict liability) claims, losses, suits and costs resulting from the design of Goods supplied under the Sales Order Acknowledgement. SINAPTIC will only purchase Brokered material if the Buyer agrees, in writing, that Buyer retains all immediate and extended costs of both component and assembly burden due, but not limited to, counterfeiting, dysfunctional performance not conforming to specification requirements, quantity variations, or any other characteristic not allowing order fulfillment.

11. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT (OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED [THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD PURSUANT TO ANY APPLICABLE SALES ORDER ACKNOWLEDGEMENT].

12. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate any Sales Order Acknowledgement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under the Sales Order Acknowledgement and such failure continues for 10 days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

Unless otherwise provided under this Sales Order Acknowledgement, Buyer may not terminate the Sales Order Acknowledgement without written consent from an authorized SINAPTIC representative. If SINAPTIC consents to such termination, reasonable termination charges, computed by SINAPTIC, will be assessed in connection with such termination. For the avoidance of doubt, SINAPTIC' termination charges include, but are not limited to, applicable price for the Goods SINAPTIC has completed manufacturing prior to the effective termination date, work in progress, materials purchased, and applicable labor costs.

13. Nondisclosure. In consideration of the disclosure of Proprietary and Confidential information by the parties to each other, both parties agree that the information relating to requirements, processes, specifications, schedules, materials, financial data and pricing exchanged between parties is hereby designated as Proprietary and Confidential whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Sales and may not be disclosed or copied unless authorized in advance by the other party in writing. Upon request, each party shall promptly return all Proprietary and Confidential materials received from the other party. Either party shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to the other party at the time of disclosure; or (c) rightfully obtained by the other on a non-confidential basis from a third party.

14. Inspection and Rejection of Nonconforming Goods. Buyer shall inspect the Goods within fifteen (15) days of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in the Sales Order Acknowledgement; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at Lake Mary, Florida. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point. Buyer acknowledges and agrees that the remedies set forth in this section are Buyer's exclusive remedies for the delivery of Nonconforming Goods.

15. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.