

STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale (these “Terms”) apply to all Products provided by Seller to Buyer. Seller and Buyer may be referred to herein individually as a “Party” and collectively as the “Parties”.

ARTICLE 1 - DEFINITIONS; TERM; APPLICABILITY.

1.1. Definitions. Unless otherwise defined herein, the following definitions shall apply for purposes of these Terms:

- (a) “Affiliates” with respect to any Person, means any other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. The term “Affiliates” shall also mean any successors and permitted assigns when the context requires.
- (b) “Applicable Law(s)” means, with respect to each Party, all applicable laws, rules, regulations and requirements of any governmental authority or administrative body.
- (c) “Buyer” means the entity to which Seller is selling Products together with any of its Affiliates. Except where context requires otherwise, the term “Buyer” shall collectively refer to End Users and Resellers.
- (d) “End User” means any Person and/or its Affiliates that purchases the Products from a Reseller with the intent to use the Products.
- (e) “Force Majeure Event” means acts of nature, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, material shortages, insurrection, acts (or omissions) of Buyer or Buyer’s suppliers or agents, any act (or omission) by any governmental authority, transportation shortages, vendor non-performance, or any events beyond Seller’s reasonable control.
- (f) “Intellectual Property Rights” means all patents, copyrights, trademarks, trade secrets, inventions, and other intellectual property rights now or hereafter protectable by law in any jurisdiction.
- (g) “Invention” means any new or improved apparatus, process, composition, formula, information, product, invention, discovery, idea, suggestion, material, data, equipment, design, drawing, prototype, report, computer software, documentation or other intellectual property or know-how invented, discovered, produced, conceived, or reduced to practice by Seller, other than any such information provided to Seller by Buyer.
- (h) “Person” means any individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, or other entity or governmental body.
- (i) “Products” means each and every finished product and system and all equipment, parts, materials, supplies, components, installation accessories, and other goods of any type that Seller supplies to Buyer.
- (j) “Proprietary Marks” means the trademarks, service marks, trade names, copyrights and related trade dress, designs and symbols related to the Products.
- (k) “Purchase Order” “Purchase Order” means the estimate, quote, or other similar document between the Parties that specifies, at a minimum, the type, quantity, and price of the Products to be purchased, it being understood that Seller shall have no obligation to manufacture or sell

Products to Buyer unless a valid Purchase Order has been issued and agreed to by Seller (email being sufficient).

(l) “Representatives” means, with respect to a Party and its Affiliates, each of their respective directors, officers, employees, consultants, advisors, agents and representatives.

(m) “Reseller” means any Person and/or its Affiliates acting in the capacity of a sales agent, sales representative, general contractor, subcontractor, installer, dealer, or other third party that sells Products and/or installs Products to and/or for an End User.

(n) “Seller” means AIIR Products, Inc. and any of its Affiliates.

(o) “Specifications” means the specification(s), functionality, performance criteria, stability data, schematic(s), design(s), operational requirement(s) and/or descriptions of the Products and all components thereof utilized in the manufacturing and packaging of the Products and as may be further provided by Buyer to Supplier from time to time.

1.2. Term. These Terms are effective as of the date Seller first supplies Products of any kind to Buyer. These Terms shall expire on the date that the last Purchase Order has been fulfilled by Seller (“Term”). Nothing in these Terms creates any commitment on the part of Seller to provide any quantity of Products to Buyer, nor do these Terms create any commitment on the part of Buyer to purchase a specific quantity of Products from Seller, it being understood and agreed by the Parties that such commitment will be created upon the issuance of, and agreement to, a Purchase Order.

1.3. Applicability. By accepting and/or using any Products from Seller, Buyer (whether Buyer is a Reseller or End User) agrees to these Terms regardless of whether these Terms have been executed by the Parties. These Terms apply for the benefit of the Parties and each of their Affiliates. These Terms apply to all Products sold by Seller to Buyer except in the following instances: (i) the Parties have signed a bespoke agreement, in which case such agreement shall govern to the extent inconsistent with these Terms; (ii) any Applicable Law compulsorily applies to all or part of the sale of the Products, in which case such Applicable Law shall govern to the extent inconsistent with these Terms; or (iii) in the unlikely event that these Terms may not be enforceable or applicable to the sale of the Products, then the sale of the Products shall be governed by the most recent version of the Uniform Commercial Code.

ARTICLE 2 - PAYMENT.

2.1. Payment Terms. Unless otherwise agreed by Seller in writing, Buyer shall pay all amounts Seller within 30 days after the date of delivery of the Products to Buyer or its designee. The price of the Products shall be as set forth in the applicable Purchase Order. All amounts due hereunder shall be made in US dollars.

2.2. Billing Disputes. All billing or invoice inquiries or disputes must be presented to Toll or Customer, as applicable, within six months after receipt of invoice. Any inquiries or disputes not presented within the time frame set forth herein shall be deemed waived. Notwithstanding the foregoing, Toll may at any time offset any amounts owed or paid by Customer to Toll against any amounts owed by Toll

to Customer, including, without limitation, unidentified payments and credits in Customer’s favor, duplicate payments made by Customer, and accounts payable to Customer.

2.3. Delinquencies. In the event Buyer fails to timely pay any amounts due hereunder, Seller may invoice Buyer a late charge in an amount equal to the greater of (i) 5% of such delinquent amounts, or (ii) the highest rate allowed by Applicable Law, such late fee to be applied monthly until paid in full. The foregoing provision for such late charges shall be construed as a remedy and not as a penalty and shall be in addition to all of Seller’s rights and remedies set forth herein and available under Applicable Laws. Buyer shall be responsible for all costs related to the collection of any outstanding amounts, including, but not limited to, reasonable attorneys’ fees, collection fees, and costs of litigation

2.4. Credit Assessment. Seller reserves the right, at any time, to assess Buyer’s creditworthiness and financial condition. If Buyer is routinely delinquent in its payment of amounts due hereunder, or if Buyer’s creditworthiness or financial condition declines as determined by Seller, acting reasonably, Seller may require full or partial payment in advance or shall be entitled to suspend or terminate the entire or remaining Purchase Order.

ARTICLE 3 - PRICE ADJUSTMENTS; TAXES AND DUTIES. All prices specified in any Purchase Order are subject to adjustment by Seller due to any Force Majeure Event, including any proposed tariff(s) on the import or export of any of the Products. Furthermore, the prices for the Products are exclusive of any applicable tax, duty, fee, or other charge of any nature imposed on the sale of the Products. Buyer shall be responsible for any such taxes or duties. All payments due and payable by Buyer to Seller hereunder shall be made in the full amount of the Product price, free and clear of all deductions and withholding for taxes, duties, fees, or other charges of any nature.

ARTICLE 4 - DELIVERY; TITLE TRANSFER; RISK OF LOSS; STORAGE; RETURNS; FREIGHT

4.1. Delivery Requirements. Seller shall deliver Products to Buyer at the location specified in the applicable Purchase Order. Partial deliveries will be permitted. If Products delivered do not correspond in quantity, type, or price to those itemized in the invoice for the shipment, Buyer must notify Seller within 10 days after receipt. Seller may deliver any or all Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Seller of all materials and information necessary to proceed with the work without interruption.

4.2. Title and Risk of Loss. Title to and risk of loss of Products shall transfer to Buyer upon delivery at Seller’s dock, factory, or warehouse shipping point.

4.3. Storage. If any Products cannot be shipped to or received by Buyer due to any cause not attributable to Seller, Seller will notify Buyer and may ship Products to a storage facility, including a facility within the place of manufacture or to a third party warehouse provider. If Seller places Products in storage, or if Products are detained at any port, the following conditions shall apply: (i) title and all risk of loss or damage shall be deemed to have immediately passed to Buyer; (ii) any amounts otherwise payable to

Seller upon delivery or shipment shall be payable upon presentation of Seller's invoice(s); (iii) all expenses and charges incurred by Seller, such as for preparation for and placement into storage, handling, inspection, preservation, insurance, storage, demurrage, removal, and any taxes shall be payable by Buyer upon submission of Seller's invoice(s); and (iv) when conditions permit, and upon payment of all amounts due hereunder, Seller shall resume delivery of Products to the originally agreed point of delivery.

4.4. Transport and Delivery. Unless otherwise agreed in a Purchase Order, Seller shall, at Buyer's cost and expense, be responsible for arranging and contracting for delivery of the Products to the mutually agreed upon point of delivery. Buyer acknowledges and agrees that (i) line item charges for transportation and delivery of the Products (the "Transportation Charges") set forth in any quotes or Purchase Order are estimates only, (ii) the Transportation Charges are subject to fluctuation based on a variety of market conditions, (iii) the actual Transportation Charges shall, whenever possible, be prepaid by Buyer, and (iv) if not prepaid by Buyer, all Transportation Charges shall be invoiced by Seller to Buyer and such amounts shall be payable by Buyer in accordance with the payment terms specified herein or in the applicable Purchase Order. Seller reserves the right to select carrier, routing, shipping point, and method of shipment. Freight allowances will not include, and Buyer will be responsible for, any additional charges for services performed by a carrier not included in standard transportation rates, such as stop-off charges, detention of carrier's equipment, redeliveries, re-consignments, unloading, and satisfying other destination requirements of Buyer. Seller agrees that Buyer, at its election and only if agreed in writing in the applicable Purchase Order, shall have the right to directly arrange and contract for delivery of the Products at Buyer's sole cost and expense. In such event, Seller shall be released from any obligation for arranging delivery of the Product, and delivery shall be at Buyer's sole risk.

4.5. Product Returns. In no event may Buyer return Product to Seller without obtaining prior written authorization from Seller.

ARTICLE 5 - FORCE MAJEURE. Seller shall not be liable or in breach or default of its obligations to the extent if such failure is caused by a Force Majeure Event. The delivery or performance date shall be extended for a period equal to the time lost by reason of such Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the Force Majeure Event. If Seller is delayed by any acts (or omissions) of Buyer, Seller shall be entitled to an equitable price and performance time adjustment.

ARTICLE 6 - COMPLIANCE WITH LAWS. The Product price, delivery location, and delivery dates will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change in industry standards, codes, or Applicable Laws. Buyer acknowledges that the Products and any related information and services are or may be subject to United States Export Administration Regulations ("EAR") and the regulations, executive orders and other rules administered by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") that pertain to countries, persons and entities subject to trade

embargoes or economic sanctions. Buyer agrees that it will not re-export or re-transfer, or cause the export or re-export or re-transfer, of any products sold or provided in connection with these Terms to any country subject to OFAC sanctions or embargoes or to any person, country or end use that requires a license under the EAR or OFAC regulations without first obtaining the express prior written consent of Seller and any required U.S. government authorization. This requirement is legal and regulatory in nature and shall survive indefinitely. In addition to any other indemnification obligations of Buyer hereunder, Buyer shall indemnify and defend Seller against any and all claims, lawsuits, and proceedings (and all damages, losses, costs, fees (including, without limitation, attorneys' fees and costs, expenses, judgments, awards, and settlements arising therefrom) brought against Seller as a result of Buyer's breach of this Article 6.

ARTICLE 7 - INTELLECTUAL PROPERTY. All Intellectual Property Rights and Proprietary Marks concerning the Products are solely owned by Seller. Buyer agrees not to reverse engineer any Products, or any part thereof, or attempt to discover such intellectual property contained in such Product, or any part thereof, nor shall Buyer help any other parties to reverse engineer any Products, or any part thereof. Buyer shall promptly notify Seller if Buyer becomes aware of any attempt to reverse engineer any Product, or any part thereof. Any designs, manufacturing drawings, or other information submitted to Buyer shall be deemed to be Seller's Intellectual Property Rights and shall remain the sole and exclusive property of Seller. Buyer shall not copy or disclose any of Seller's Intellectual Property Rights to a third party without Seller's prior consent. Buyer understands and agrees that the sale of Products under these Terms does not include the transfer any ownership interest in the Seller's Intellectual Property Rights or any of Seller's Proprietary Marks, and Seller will retain ownership of any and all such Intellectual Property Rights and Proprietary Marks.

ARTICLE 8 - LIMITED WARRANTY.

8.1. Limited Warranty Certificate. The sole and exclusive warranty offered with the Product is the limited warranty set forth in Seller's Limited Warranty Certificate (as may be updated from time to time, the "Limited Warranty Certificate") available here: [AIIR Products, Inc. Limited Warranty](#).

8.2. Limited Warranty Exclusions. The limited warranties and remedies provided herein and in the Limited Warranty Certificate are conditioned upon (i) the proper storage, installation, operation, and maintenance of the Products, and (ii) conformance with the proper operation instruction manuals provided by Seller or its suppliers or subcontractors. Seller does not warrant the Products or any repaired or replacement parts against normal wear and tear or damage caused by misuse, accident, or use against the advice of Seller. Any modification or repair of any of the Products not authorized by Seller shall render the limited warranties provided herein null and void.

8.3. Exclusive Remedies. THE WARRANTIES PROVIDED IN THIS ARTICLE 8 AND THE LIMITED WARRANTY CERTIFICATE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED IN CONNECTION WITH THE PRODUCTS. SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND

GUARANTEES WHETHER WRITTEN, VERBAL, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

ARTICLE 9 - INDEMNITY AND LIABILITY.

9.1. Buyer's Indemnity. Buyer shall defend, indemnify and hold harmless Seller, its Affiliates, and each of their respective officers, directors, shareholders, employees, agents, or representatives (the "Seller Indemnitees"), from and against any claim, cost, or demand whatsoever and by whomsoever made in connection with any and all acts or omissions of Buyer, including but not limited to breach or alleged breach of any obligation, representation, or warranty set forth in these Terms or any agreement with Seller, the violation of any applicable law, and for any related payments, fines, expenses, loss or damage whatsoever, including lost profits, reasonable attorneys' fees and costs of litigation, incurred by the Seller Indemnitees. The foregoing indemnity excludes claims to the extent arising from the gross negligence or willful misconduct of the Seller Indemnitees.

9.2. Consequential Damages. TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, SELLER SHALL IN NO CIRCUMSTANCES BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL OR ECONOMIC LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, ANY LOSS OF OR DAMAGE TO PROFITS, MARKET, REVENUE, SAVINGS, USE CONTRACT, GOODWILL OR BUSINESS, WHATSOEVER AND HOWSOEVER CAUSED, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS REASONABLY FORESEEABLE OR TOLL WAS ACTUALLY TOLD OF THE POSSIBILITY OF SUCH LOSS.

9.3. Limitation of Liability. IN NO EVENT SHALL THE TOTAL LIABILITY OF SELLER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SALE OR USE OF THE PRODUCTS OR ANY PURCHASE ORDER EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC PRODUCTS GIVING RISE TO THE CLAIM. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE LIMITATIONS AND EXCLUSIONS IN THIS ARTICLE 9 SHALL APPLY REGARDLESS OF WHETHER A CLAIM IS BASED IN CONTRACT, WARRANTY, INDEMNITY, TOR OR EXTRA-CONTRACTUAL LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

9.4. Duty to Mitigate. In all cases, Customer shall take all commercially reasonable steps to mitigate any losses or damages.

ARTICLE 10 - GOVERNING LAW; DISPUTE RESOLUTION. These Terms and any Purchase Order issued hereunder will be governed by and construed in accordance with the laws of the United States and the State of Texas without giving effect to its conflicts of law principles thereof. The Parties hereto irrevocably consent to the exclusive jurisdiction of the courts of the State of Texas and any federal court located in Travis County, Texas, in connection with any action or proceeding arising out of or relating to these Terms

ARTICLE 11 - USAGE DATA

11.1. Applicability. The provisions of this Article 11 apply in instances where Buyer is an End User. For instances where Buyer is a Reseller, such Reseller shall be obligated to obtain the End User's written consent to the provisions of this Article 11 by requiring such End User to sign the End User Consent attached hereto as [Appendix 1](#) and delivering the signed End User Consent to Seller.

11.2. Usage Data. Buyer acknowledges and agrees to the following:

(a) The Products collect (i) environmental data, such as temperature and humidity, as well as operational data, such as thermostat run time data and temperature set points from the Product; (ii) additional types of data, such as motion sensing (i.e., "occupancy sensing"); (iii) data from remote sensors in addition to the unit itself; and (iv) other usage data concerning the use and operation of the Product (the foregoing, collectively, "[Usage Data](#)").

(b) The Products are (i) designed to interface with Seller's digital interface and platform, and (ii) through machine learning with both on-device and remote processing, environmental sensors, operational HVAC information and the Usage Data (including occupancy sensing data), seek to minimize energy usage or optimize space comfort based on user preference.

(c) Subject to Seller's compliance with the terms of Section 11.2, (i) Buyer expressly agrees to allow Seller continuous access to Usage Data when the Products are used solely by Buyer, and (ii) Buyer agrees to undertake commercially reasonable efforts to secure authorization for Seller to continuously access and use the Usage Data related to the use of the Products when the Products are used by third parties operating under Buyer's direction.

(d) That Seller may use Usage Data for Seller's research, analysis and product development, including without limitation to (i) improve the performance of Seller's products and services, and (ii) aggregate Usage Data with the usage data from Seller's other products in order to create reports and benchmarks and to allow Buyer and other customers of Seller to compare energy usage on a deidentified basis with similar products.

11.3. Seller's Obligations. Seller may only access and use the Usage Data for lawful purposes, including assessment of performance the Products. At all times that Seller accesses and uses the Usage Data for any purpose, Seller shall be required to comply with (i) all Applicable Laws, specifically including any federal or state data privacy laws or regulations, and (ii) Seller's Privacy Policy. Seller's Privacy Policy is available here: [AIIR Products, Inc. Privacy Policy](#). Seller reserves the right to modify and amend the Seller's Privacy Policy from time to time.

11.4. Seller Access to Usage Data. In order to enable the collection by Seller of Usage Data as contemplated by Article 11.1 above, Buyer shall either (i) provide Seller with continuous access to a reliable wireless data network owned or maintained by Buyer at the installation site of the Product that allows the Product to connect to the internet, or (ii) permit Seller to install, operate and maintain Seller's own wireless data network or wireless communication system (any of the foregoing, a "[Seller Access System](#)") at the installation site of the Product for the sole purpose of enabling collection of such Usage Data. If Seller installs its own Seller Access System pursuant to the foregoing subclause (ii), Buyer shall provide Seller with reasonable

physical access to the installation site as necessary to install, inspect, maintain, repair or remove such Seller Access System, during normal business hours or as otherwise agreed between Buyer and Seller. Buyer shall not interfere with or disable the connectivity of the Product from any such Seller Access System, except as necessary for the physical safety of the installation site.

ARTICLE 12 - GENERAL CLAUSES.

12.1. Compliance with Laws. Each Party will comply in all material respects with all Applicable Laws. Notwithstanding the foregoing, Seller assumes no obligation to comply with any federal, state, or local government procurement or labor laws and regulations, and any related contract terms and conditions, that may be applicable to Buyer but that are not applicable to Seller. For avoidance of doubt, as between Buyer and Seller, Buyer assumes all risk of compliance with such laws, regulations, and contract terms and conditions. Buyer shall use the Products in strict compliance with any Applicable Laws and in accordance with applicable industry standards.

12.2. Default. To the extent of a default by Seller hereunder, Buyer shall provide Seller with written notice of the alleged default, and Seller shall have 30 days to cure such default; provided, however, if such default is incapable of being cured within said 30 day period, Seller shall have commenced to cure such default within said 30 day period. If Seller fails to timely cure such default, or fails to commence to cure such default as the case may be, Buyer's sole and exclusive remedy shall be to terminate the applicable Purchase Order and receive a refund of any pre-paid amounts applicable to such Purchase Order. To the extent of a default by Buyer hereunder, Seller shall be entitled to pursue any and all legal and equitable remedies to which it is entitled, including, without limitation, the remedies set forth in herein, filing suit for damages, repossessing all Products, and/or terminating the applicable Purchase Order.

12.3. Severability. Each clause herein is a distinct and severable clause and if any clause is deemed invalid, illegal, void or unenforceable, the validity, legality and enforceability of any other clause will not be affected thereby.

12.4. Independent Contractors. The Parties are independent contractors with one another for all purposes. Under no circumstances shall any of the employees of either Party be deemed to be employees of the other Party. Buyer has no authority to act as the agent for Seller and has no capacity to make commitments of any kind for the account of Seller.

12.5. Assignment and Subcontracting. Buyer may not assign, transfer, or otherwise convey any of its obligations hereunder or in any Purchase Order(s) without the prior written consent of Seller. Seller may assign its rights and obligations hereunder and under any Purchase Order(s) at any time and without the necessity of obtaining Buyer's prior consent.

12.6. Notices. All notices or other communications which are or may be given pursuant hereto or any Purchase Order(s) will be in writing and will be deemed to be effective (a) when delivered by hand delivery, or (b) on the next business day, if sent by overnight courier, to the Parties at the addresses set forth in the applicable Purchase Order

(or at such other addresses as may be specified by like notice).

12.7. Entire Agreement. These Terms and each Purchase Order contain the entire agreement between the Parties with respect to the subject matter hereof and shall supersede any prior or contemporaneous agreements, negotiations, or understanding between the Parties with respect to such subject matter. The Parties' respective rights, obligations, and remedies arising out of or relating to the Products and the purchase and sale thereof are limited to those rights, obligations, and remedies set forth in these Terms or in the applicable Purchase Order. Any other purported terms or conditions, preprinted or otherwise, that may be contained in any other document issued by either Party, or by any party acting on behalf of either Party, shall be inapplicable and of no force or effect to the extent such terms or conditions are inconsistent with these Terms.

12.8. Amendment and Waiver. No amendment or modification to these Terms or any Purchase Order will be effective unless reduced to writing and signed by a duly authorized officer of each Party. No term or provision hereof will be deemed waived unless such waiver or consent is in writing and signed by an authorized officer of the Party claimed to have waived or consented. Failure of either Party to insist upon strict conformance to any term herein, or in any Purchase Orders will not be construed as a consent or waiver of such breach or default or any subsequent breach or default.

12.9. Third-Party Beneficiaries. These Terms and the applicable Purchase Order are entered into solely between the Parties, and may only be enforced by the Parties. There are no third-party beneficiaries to these Terms or the purchase and sale of the Products.

12.10. Electronic Signatures. To the fullest extent allowed by Applicable Law, the Parties agree to be bound by electronic signatures to all documents issued in connection with these Terms and the purchase and sale of the Products.

Appendix 1

END USER CONSENT

This End User Consent (this "Consent") is provided to Seller by the End User pursuant to those Standard Terms and Conditions of Sale (the "Terms of Sale") applicable to Products sold to, purchased by, and/or used by the End User from a Reseller. The Terms of Sale are incorporated fully by this reference. All capitalized and undefined terms used in this Consent shall have the meanings ascribed thereto in the Terms of Sale.

End User hereby confirms that it has read and agreed to the Terms of Sale. End User hereby agrees to be bound by the Terms of Sale, specifically including, without limitation, the provisions of Article 11 of the Terms of Sale concerning Usage Data and Seller's Access to Usage Data.

The Person executing this Consent represents that they have full authority to execute this Consent and bind the End User to the Terms of Sale and to this Consent.

This Consent may be executed by End User electronically or in wet ink. This Consent shall be deemed executed by End User by virtue of using the Products.

To the fullest extent allowed by Applicable Laws, Seller shall be entitled to rely upon the validity of this Consent, whether or not this Consent has been executed by the End User.

Executed on the date set forth below, but effective upon the End User's first use of the Products.

Executed for and on behalf of the End User.

End User Printed Name: _____

End User Signature: _____

Date Signed: _____