

## EVALUATION TERMS

These Evaluation Terms (these "**Terms**") govern the temporary evaluation of TCMX software, the provision of professional services, or both, in each case as specified in the applicable Quotation, by TC Manufacturing, Inc., a Delaware corporation having a principal place of business at 1100 W. Idaho Street, Suite 330, Boise, Idaho 83702 ("**TCMX**"), to the customer identified in the applicable Quotation ("**Customer**"). TCMX and Customer are each a "**Party**" and together the "**Parties**."

1. **DEFINITIONS.** In these Terms, capitalized terms have the meanings given below or where they first appear.

"**Affiliate**" means any entity that, directly or indirectly, controls, is controlled by, or is under common control with a Party, where "control" means ownership of more than fifty percent (50%) of the voting interests of an entity or the power, by contract or otherwise, to direct the management and policies of an entity.

"**Customer Materials**" means all data and other materials and information provided by Customer to TCMX in connection with the Software or the Professional Services.

"**Designated Site**" means, where the Quotation includes a Software license, the manufacturing facility identified in the Quotation at which Customer is permitted to install and use the Software during the Evaluation Period.

"**Documentation**" means the user, technical, installation, and operational documentation for the Software made generally available by TCMX, in any medium.

"**Evaluation Period**" means the period specified in the Quotation, identified by start and end dates, during which the evaluation is conducted. The Quotation must specify the Evaluation Period; these Terms do not provide a default Evaluation Period.

"**Fees**" means the fees specified in the Quotation, which may include a License Fee, a Professional Services Fee, and other fees.

"**Professional Services**" means the installation, configuration, customization, training, integration, data collection and analysis, and consulting services described in the Quotation.

"**Quotation**" means the written quotation issued by TCMX to Customer identifying, as applicable, the Software, the Designated Site, the Professional Services, the Evaluation Period, the Fees, and the payment terms, and bearing a Quotation Date.

"**Software**" means the TCMX software (if any) identified in the Quotation, in object code form, together with the Documentation.

"**Work Product**" means all software, deliverables, methodologies, models, tools, scripts, algorithms, know-how, processes, designs, documents, templates, reports, presentations, and other materials created, conceived, or developed by TCMX (alone or with Customer or third parties) in connection with the Professional Services, including all intellectual property rights in them.

## 2. ACCEPTANCE AND FORMATION

2.1 **Acceptance.** By issuing a purchase order ("**PO**") referencing the Quotation, Customer accepts the Quotation and these Terms in the version posted at the URL specified in the Quotation on the Quotation Date (these Terms, together with the Quotation and the PO, the "**Agreement**"). If Customer accesses or uses the Software or accepts Professional Services before issuing a PO, Customer is deemed to have accepted the Agreement on the date of first access or acceptance, and the Agreement will be binding on Customer to the same extent as if Customer had issued a PO on that date.

2.2 **Version Lock.** The version of these Terms in effect on the Quotation Date governs the Agreement for the entire Evaluation Period, regardless of any subsequent updates TCMX may post.

2.3 **No Conflicting Terms.** The Agreement supersedes any pre-printed, additional, or different terms in any PO, vendor portal, click-through, or similar Customer document. The PO is used for administrative convenience only, and any pre-printed or additional terms in the PO have no force or effect, regardless of any acknowledgment by TCMX personnel.

### 3. **LICENSE GRANT; RESTRICTIONS**

3.1 **License Grant.** To the extent the Quotation includes a Software license, and subject to the Agreement and Customer's payment of all Fees, TCMX grants Customer a non-exclusive, non-transferable, non-sublicensable, time-limited license, during the Evaluation Period only, to install and use the Software solely: (a) at the Designated Site; (b) by Customer's employees and on-site contractors who are bound by written confidentiality obligations no less protective than these Terms (collectively, "Authorized Users"); and (c) for the sole purpose of evaluating the Software's fit and performance for Customer's internal business purposes. The Software is licensed for evaluation only. Customer will not use the Software in, and is not licensed to use the Software for, any cGMP, GxP, 21 CFR Part 11, or other regulated production environment, or for the manufacture, design, testing, validation, release, distribution, or sale of any product, during the Evaluation Period. Customer is responsible for all acts and omissions of its Authorized Users.

3.2 **Restrictions.** To the extent the Quotation includes a Software license, Customer will not, and will not permit any Authorized User, Affiliate, contractor, or other third party to: (a) use the Software outside the scope of the license in Section 3.1 or in violation of the Quotation; (b) sublicense, sell, rent, lease, distribute, transfer, or otherwise make the Software available to any third party, or use the Software in any service bureau, time-sharing, or hosting arrangement, or to provide products or services to any third party; (c) reverse engineer, decompile, or disassemble the Software, or attempt to derive its source code, file formats, algorithms, or trade secrets, except to the extent expressly required to be permitted by applicable law (and then only after providing TCMX with prior written notice and an opportunity to provide alternatives); (d) modify, adapt, translate, or create derivative works of the Software; (e) merge or combine the Software with other software in a manner that alters, dilutes, or exposes its proprietary elements; (f) remove, obscure, or alter any proprietary, copyright, trademark, patent, or confidentiality notices in or on the Software, the Documentation, or any output thereof; (g) publish, disclose, or distribute any benchmark, performance, or comparative test or analysis of the Software without TCMX's prior written consent; or (h) use the Software in violation of applicable law, including export control and sanctions laws.

### 4. **PROFESSIONAL SERVICES**

4.1 **Scope.** To the extent the Quotation includes Professional Services, TCMX will provide the Professional Services described in the Quotation in a professional and workmanlike manner using qualified personnel. TCMX may perform Professional Services on-site, remotely, or through a combination, and may use Affiliates and subcontractors who are bound by confidentiality obligations no less protective than these Terms; TCMX remains responsible for their performance. Any change to the scope of Professional Services must be agreed in writing.

4.2 **Customer Cooperation.** Customer will provide cooperation, information, access, decisions, and resources reasonably necessary for TCMX to perform the Professional Services. Where on-site work is required, Customer will provide TCMX personnel with reasonable workspace, network and system access, and other facilities as necessary. TCMX is not responsible for any delay, increase in cost, or other adverse impact to the extent caused by Customer's failure to provide timely cooperation, decisions, or required materials.

5. **FEES AND PAYMENT.** Customer will pay the Fees specified in the Quotation in accordance with the payment terms set forth in the Quotation. All Fees are non-cancellable and non-refundable except as expressly set forth in the Agreement. Fees are exclusive of all sales, use, value-added, excise, import, export, customs, withholding, and similar taxes, duties, levies, and government charges, in each case other than taxes imposed on TCMX's net income (collectively, "**Taxes**"); Customer is responsible for all Taxes and will reimburse TCMX for any Taxes TCMX is required to collect or pay. Late payments accrue interest,

from the original due date until paid in full, at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less.

## 6. REPRESENTATIONS AND WARRANTIES

6.1 **Mutual Authority.** Each Party represents and warrants that: (a) it has the legal power and authority to enter into and perform this Agreement; (b) this Agreement, when executed, will be its valid and binding obligation enforceable against it in accordance with its terms; and (c) its execution and performance of this Agreement will not breach any other agreement to which it is a party or violate any applicable law.

6.2 **TCMX Warranty.** TCMX warrants that the Professional Services will be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and TCMX's sole liability for breach of this warranty, on Customer's written notice given within thirty (30) days after performance of the non-conforming Professional Services, TCMX will re-perform the non-conforming Professional Services at no additional charge.

6.3 **Customer Warranty.** Customer represents, warrants, and covenants that: (a) to the extent the Quotation includes a Software license, Customer will not use the Software in any cGMP, GxP, or 21 CFR Part 11 environment, or for any other regulated production purpose, during the Evaluation Period; and (b) Customer has and will retain all necessary rights, permissions, licenses, and consents to provide TCMX with any data, materials, instructions, or specifications used in connection with the Software or the Professional Services, and TCMX's permitted use of those materials will not infringe, misappropriate, or otherwise violate the intellectual property or privacy rights of any third party.

6.4 **DISCLAIMER.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE SOFTWARE, THE DOCUMENTATION, THE PROFESSIONAL SERVICES, THE WORK PRODUCT, AND ANY OTHER MATERIALS PROVIDED BY TCMX ARE PROVIDED "AS IS" AND "AS AVAILABLE." EXCEPT FOR THE EXPRESS WARRANTY IN SECTION 6.2, TCMX MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, ACCURACY, QUIET ENJOYMENT, OR FREEDOM FROM HARMFUL CODE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TCMX DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE OR AVAILABLE WITHOUT INTERRUPTION, THAT ALL ERRORS WILL BE CORRECTED, OR THAT ITS USE WILL ENSURE COMPLIANCE WITH CGMP, 21 CFR PART 11, OR ANY OTHER REGULATORY REQUIREMENT. CUSTOMER IS SOLELY LIABLE FOR ANY DAMAGES RESULTING FROM ITS OR ITS AUTHORIZED USERS' USE OF THE SOFTWARE, THE DOCUMENTATION, THE PROFESSIONAL SERVICES, OR ANY WORK PRODUCT.

## 7. CONFIDENTIALITY

7.1 **Use and Protection. "Confidential Information"** means non-public documents, data, and information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), in any form, that is identified as confidential, marked as confidential, or that a reasonable person would understand to be confidential given its nature or the circumstances of its disclosure. The Software (including its source and object code), the Documentation, TCMX's pricing, technical roadmap, security architecture, and benchmark and test results are TCMX's Confidential Information regardless of marking. The Receiving Party will: (a) use the Disclosing Party's Confidential Information only to exercise its rights and perform its obligations under the Agreement; (b) protect it using at least the same degree of care it uses to protect its own confidential information of like importance, and in no event less than reasonable care; and (c) limit access to its employees, Affiliates, contractors, and professional advisors who have a need to know and who are bound by written or professional confidentiality obligations no less protective than this Section. The Receiving Party is responsible for any breach of this Section by any of its representatives.

7.2 **Exceptions and Compelled Disclosure.** The obligations in this Section do not apply to information that the Receiving Party can demonstrate by contemporaneous written records: (a) was known to it without obligation of confidence before disclosure; (b) is or becomes generally known to the public

other than through breach by the Receiving Party; (c) was rightfully received from a third party without confidentiality obligations and without breach of any duty owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information to the extent required by law, court order, subpoena, or order of a regulatory or governmental authority, provided that, to the extent permitted by law, it gives the Disclosing Party prompt prior written notice and reasonably cooperates, at the Disclosing Party's expense, with any effort to obtain a protective order or similar relief.

7.3 **Survival.** Each Party's confidentiality obligations under this Section continue for two (2) years after expiration or termination of the Agreement, except that obligations with respect to information that constitutes a trade secret under the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1836 et seq.) or under the comparable trade secret law of any applicable jurisdiction continue for so long as the information qualifies as a trade secret.

7.4 **Residuals.** Notwithstanding any other provision of the Agreement, TCMX and its personnel are free to use for any purpose any Residuals resulting from access to or work with Customer's Confidential Information, provided that TCMX does not disclose such Confidential Information except as permitted under this Section. "**Residuals**" means information in non-tangible form (i.e., not written or otherwise fixed in any medium) that is incidentally retained in the unaided memory of TCMX personnel who have had authorized access to Customer's Confidential Information in the ordinary course of performing under the Agreement, where such retention is without intentional memorization or reference to the Confidential Information. This Section does not grant TCMX any license under any patent, copyright, trademark, or other intellectual property right of Customer. Customer is not granted any reciprocal right with respect to TCMX's Confidential Information.

## 8. **INTELLECTUAL PROPERTY; OWNERSHIP**

8.1 **TCMX Reservation.** The Software and the Documentation furnished under the Agreement are licensed, not sold, to Customer. TCMX possesses all rights, title, and interest in and to the Software, the Documentation, and any copyrights, patents, trademarks, service marks, trade names, trade dress, trade secrets, and any other proprietary rights associated therewith globally, and Customer acknowledges that it receives no right, title, or interest in the Software or the Documentation except for the limited rights expressly provided under the Agreement. TCMX retains title to all copies made of any embodiments or features of the Software and the Documentation. Customer agrees not to contest TCMX's title and intellectual property rights in or to the Software and the Documentation. All rights not expressly granted to Customer are reserved by TCMX. Customer has no rights to receive any source or object code for the Software.

8.2 **Work Product.** Unless otherwise expressly specified in a Quotation, all Work Product, including any copyrights, patents, trademarks, service marks, trade names, trade dress, trade secrets, and any other proprietary rights associated therewith globally, will be owned by TCMX and will constitute TCMX's Confidential Information. Customer assigns to TCMX all rights, title, and interest it may have or obtain in any such Work Product, including any and all intellectual property rights arising therefrom or related thereto. Upon Customer's full payment for the relevant Professional Services, TCMX grants Customer a limited, worldwide, non-exclusive, non-transferable, fully paid-up license to use the Work Product for the limited purpose of receiving the benefit of the Professional Services. Customer is responsible for all acts and omissions of persons who use the Work Product and for ensuring their compliance with the Agreement.

8.3 **Customer Materials.** Notwithstanding anything in this Section to the contrary, Customer retains exclusive ownership of all Customer Materials, including all copyrights, patents, trademarks, service marks, trade names, trade dress, trade secrets, and any other proprietary rights associated with Customer Materials globally.

8.4 **Feedback and Results.** All feedback, suggestions, improvements, and similar information relating to the Software provided by Customer to TCMX will become the sole property of TCMX, and TCMX may freely use such feedback without any obligation to obtain consent or pay compensation.

For the avoidance of doubt, Customer owns the results derived from Customer's use of the Software. Without limiting any of the foregoing, and notwithstanding anything in the Agreement to the contrary, Customer authorizes and instructs TCMX to use metrics from Customer's and its Authorized Users' use of the Software (such as usage and performance data). TCMX will use this information internally to continually improve TCMX's products and validation rules for the benefit of its customer base. Customer further authorizes and instructs TCMX to aggregate such de-identified metrics with metrics from its other customers and disclose the resulting aggregated, de-identified, non-customer-specific metrics in the form of industry metrics.

9. **INDEMNIFICATION.** Customer will defend, indemnify, and hold harmless TCMX and its Affiliates and their respective officers, directors, employees, and agents (collectively, "**TCMX Indemnitees**") from and against any third-party claim, action, demand, suit, or proceeding (each, a "**Claim**") arising from or relating to any breach by Customer of its representations, warranties, or covenants in the Agreement or arising from Customer's or any Authorized User's use of the Software, the Documentation, the Professional Services, or any Work Product. Indemnification under this Section includes payment of all damages, liabilities, fines, penalties, and out-of-pocket expenses (including reasonable attorneys' fees, expert witness fees, and other litigation expenses) incurred in connection with the Claim. As a condition of indemnification, TCMX will: (a) give Customer prompt written notice of the Claim (provided that failure to give prompt notice will not relieve Customer of its obligations except to the extent it is materially prejudiced by the delay); (b) permit Customer to control the defense and settlement of the Claim, provided that (i) TCMX may, at its expense, participate in the defense using counsel of its choice and (ii) Customer may not settle any Claim that admits liability of, imposes any non-monetary obligation on, or restricts the rights of any TCMX Indemnitee without TCMX's prior written consent (not to be unreasonably withheld); and (c) provide Customer with reasonable information and assistance for the defense or settlement, at Customer's expense.

10. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUE, LOST DATA, LOST OR INTERRUPTED USE, BUSINESS INTERRUPTION, OR REPUTATIONAL HARM, ARISING OUT OF OR RELATED TO THE AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, EQUITY, STATUTE, OR OTHERWISE) AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL AGGREGATE LIABILITY, REGARDLESS OF THE THEORY OF LIABILITY, FOR ANY CLAIM, BREACH, OR DEFAULT UNDER THE AGREEMENT WILL BE LIMITED TO PROVEN DIRECT DAMAGES INCURRED AND WILL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER UNDER THE APPLICABLE QUOTATION. THESE LIMITATIONS ARE CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE CLAIM OR INCIDENT. THE FOREGOING LIMITATIONS SHALL NOT APPLY (A) TO THE EXTENT PROHIBITED BY APPLICABLE LAW; (B) TO CUSTOMER'S BREACH OF SECTION 3.2 (RESTRICTIONS) OR ANY INFRINGEMENT, MISAPPROPRIATION, OR OTHER VIOLATION BY CUSTOMER OF TCMX'S INTELLECTUAL PROPERTY RIGHTS; (C) TO CUSTOMER'S PAYMENT OR INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT; OR (D) TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD. THE PARTIES ACKNOWLEDGE THAT THE DISCLAIMER OF WARRANTIES AND THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THE AGREEMENT ARE A MATERIAL INDUCEMENT TO TCMX ENTERING INTO THE AGREEMENT AND REFLECT THE FEES TCMX HAS AGREED TO CHARGE.

## 11. **TERM AND TERMINATION**

11.1 **Term.** The Agreement is effective on the date Customer issues the PO or, if earlier, on the date Customer first accesses or uses the Software or accepts Professional Services ("**Effective Date**") and continues for the Evaluation Period, unless earlier terminated as provided in this Section.

11.2 **Termination for Convenience; Suspension.** Either Party may terminate the Agreement for any reason on ten (10) days' prior written notice to the other Party. TCMX may suspend Customer's and any Authorized User's access to the Software, and/or suspend performance of the Professional Services, immediately, on written notice, if TCMX reasonably believes that Customer or any Authorized User

is in breach of Section 3.2 (Restrictions) or Section 7 (Confidentiality), is using the Software in violation of applicable law, or has failed to pay any undisputed Fees when due; such suspension will continue until Customer demonstrates compliance to TCMX's reasonable satisfaction.

**11.3 Termination for Cause.** Either Party may terminate the Agreement for cause, by written notice, if the other Party materially breaches the Agreement and fails to cure the breach within thirty (30) days after receipt of written notice describing the breach with reasonable detail.

**11.4 Effect of Termination; No Conversion.** On expiration of the Evaluation Period or earlier termination of the Agreement for any reason: (a) all license rights granted to Customer under Section 3.1 automatically terminate in full; (b) where the Quotation included a Software license, Customer will immediately cease all use of the Software and the Documentation and, at TCMX's option, return or destroy all copies of the Software and the Documentation in its possession or control, and certify destruction in writing on TCMX's request; (c) Customer will pay all Fees accrued and unpaid through the effective date of termination; and (d) TCMX will, on Customer's written request given within thirty (30) days after termination, return to Customer or destroy all Customer Materials in TCMX's possession or control, except for (i) Customer Materials retained in routine archival or backup media not generally accessible to active business use, which will be destroyed in the ordinary course of TCMX's data retention practices, and (ii) Customer Materials TCMX is required to retain by applicable law or regulation, and TCMX will certify destruction in writing on Customer's request. Where the Quotation included a Software license, the Agreement, the Quotation, and the PO do not grant Customer any right to continue using the Software beyond the Evaluation Period and do not, by themselves or by any course of dealing, convert into or create any right to a commercial license, paid extension, renewal, or other continuation of license rights. To continue using the Software for any purpose (including commercial production use) after expiration or termination of the Evaluation Period, the Parties must execute a separate master software license and services agreement and an applicable order form.

**11.5 Survival.** Sections 1, 2.3, 3.2, 5 (with respect to amounts accrued before termination), 6.4, 7, 8, 9, 10, 11.4, 11.5, and 12 survive expiration or termination of the Agreement, together with any other provision that, by its nature, is intended to survive.

## 12. GENERAL

**12.1 Governing Law and Venue.** The Agreement is governed by, and will be construed in accordance with, the laws of the State of Delaware, without regard to its conflict-of-laws principles. The U.N. Convention on Contracts for the International Sale of Goods does not apply. The state and federal courts located in Delaware have exclusive jurisdiction over any dispute, claim, or proceeding arising out of or relating to the Agreement, and each Party irrevocably consents to the personal jurisdiction and venue of those courts and waives any objection based on forum non conveniens. Notwithstanding the foregoing, either Party may seek temporary, preliminary, or permanent injunctive or other equitable relief in any court of competent jurisdiction to protect or enforce its intellectual property rights or its rights under Section 7 (Confidentiality).

**12.2 Equitable Relief.** Each Party acknowledges that breach of Section 3.2 (Restrictions), Section 7 (Confidentiality), or any infringement of the other Party's intellectual property rights may cause irreparable harm for which monetary damages may be an inadequate remedy, and that the non-breaching Party is entitled to seek injunctive and other equitable relief, without the requirement of posting a bond or proving actual damages, in addition to any other remedies available at law or in equity.

**12.3 Assignment.** Neither Party may assign the Agreement without the prior written consent of the other Party, provided that either Party may assign the Agreement to a successor in interest without consent in the event of a merger or acquisition of all or substantially all of its assets.

**12.4 Notices.** Notices to TCMX must be in writing and delivered to TC Manufacturing, Inc., 1100 W. Idaho Street, Suite 330, Boise, Idaho 83702, Attention: Legal. Notices to Customer must be in writing and delivered to the address specified in the Quotation or PO. Notices are effective on personal delivery, on receipt confirmed by an overnight courier service, five (5) business days after deposit in the

mail (postage prepaid, certified or registered with return receipt requested), or on confirmed receipt of an email that is also delivered by one of the foregoing methods on the next business day.

12.5 **Force Majeure.** Neither Party will be liable for any failure or delay in the performance of its obligations under the Agreement caused by events beyond its reasonable control. The affected Party will notify the other Party promptly and use commercially reasonable efforts to resume performance. If the event continues for more than thirty (30) days, either Party may terminate the Agreement on written notice without liability.

12.6 **Independent Contractors.** The Parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, employment, agency, or fiduciary relationship between the Parties.

12.7 **Export Compliance.** Each Party will comply with all applicable export, re-export, sanctions, and trade control laws and regulations. Customer represents that it (and its Affiliates and Authorized Users) is not, and will not become, the subject of any sanctions, export controls, or denied-party designations, and is not located in or organized under the laws of any embargoed or sanctioned country or region.

12.8 **Severability; Waiver.** If any provision of the Agreement is held invalid, illegal, or unenforceable, it will be modified to the minimum extent necessary to render it valid, legal, and enforceable while preserving the Parties' original intent or, if it cannot be so modified, severed; the remaining provisions continue in full force. No waiver of any provision is effective unless in writing and signed by an authorized representative of the waiving Party.

12.9 **Entire Agreement; Order of Precedence; Amendment.** The Agreement (these Terms, the Quotation, and the PO) is the entire agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous communications, proposals, and agreements (whether oral or written, including any prior evaluation or non-disclosure agreements between the Parties as to the subject matter addressed in the Agreement, except to the extent such prior agreements expressly survive). In the event of conflict, the order of precedence is: (1) these Terms; (2) the Quotation; and (3) the PO. The Agreement may be amended only by a writing identified as an amendment and signed by authorized representatives of both Parties; no amendment may be effected through a PO, vendor portal, click-through, or other administrative document.

12.10 **Construction.** Section headings are for convenience only and do not affect interpretation. "Including" and similar terms mean "including without limitation." "Will" and "shall" each have the same mandatory meaning. "May" indicates a permissive (not mandatory) act. Each Party has had the opportunity to review and negotiate the Agreement with counsel, and any rule of construction resolving ambiguities against the drafter does not apply.