

## Iontra Inc - Terms & Conditions of Sale

ALL SALES MADE, PROVISION OF PRODUCTS AND SERVICES PERFORMED BY IONTRA INC ("SELLER" or "IONTRA") ARE MADE ON THE FOLLOWING TERMS AND CONDITIONS IN THIS AGREEMENT (THIS AGREEMENT AND ANY OTHER AGREEMENT ENTERED INTO BY IONTRA AND BUYER IN CONNECTION WITH THIS AGREEMENT, COLLECTIVELY, THE "AGREEMENT") UNLESS IONTRA EXPRESSLY AGREES TO ANY ADDITIONAL OR DIFFERENT TERMS IN WRITING. BY ACCEPTING OR USING IONTRA PRODUCTS ("PRODUCTS") AND SERVICES ("SERVICES") THE BUYER ("BUYER") AGREES TO THESE TERMS AS WELL AS IONTRA'S TERMS OF USE, PRIVACY POLICY, COOKIE POLICY AND ANY ASSOCIATED TERMS, NOTICES OR DISCLAIMERS THAT ACCOMPANY PRODUCTS:

Buyer may offer to buy Products (including prototype/evaluation products) under these terms by submitting an order to Iontra. Iontra may accept or reject any order at Iontra's sole discretion. Iontra's order confirmation is for informational purposes only and does not constitute Iontra's acceptance of Buyer's order or confirmation of an offer to sell and/or deliver a Product. Acceptance takes place only when Iontra either (i) sends a confirmation that the Product has shipped, or (ii) provides a documented ESD (Estimated Ship Date). Such acceptance only relates to those Products for which shipment has been confirmed or that Iontra has identified in an express confirmation of acceptance. Iontra may, at any time prior to accepting Buyer's offer, decline, reject, cancel, or limit Buyer's order for any reason, including, without limitation: if a Product is not available; if Iontra determines a Product has an issue requiring repair; in the event of errors in Product or pricing information; or if Iontra (or its authorized business partners) identify issues relating to credit and fraud avoidance. Should this occur, Buyer will be informed and any payments Buyer has made with respect to such Products will be refunded to Buyer, provided that Buyer provides to Iontra such information as may be required to effectuate such refund.

### 1. PRICES AND TAXES

Where applicable, Iontra communicates pricing to customers in various ways (such as quotes) and confirms transaction prices with its order confirmations or acknowledgements. Prior to shipment, Iontra's price for Products may change due to adjustments by Buyer in specifications, quantities, shipment arrangements, requested delivery dates, currency exchange rates, or other changes to conditions. The final price in effect on the date of shipment as stated in Iontra's invoice applies. Unless otherwise agreed in writing between Iontra and Buyer, prices are in U.S. Dollars and payment must be in U.S. Dollars.

Prices do not include any taxes including, without limitation, sales tax, value-added tax, goods and services tax, harmonized sales tax, or similar taxes. Iontra will add taxes to the sales price on its invoices (or provide information to enable local tax authorities to provide a separate tax invoice to Buyer) where required by applicable law and Buyer will pay such taxes unless Buyer provides Iontra with a duly executed sales tax exemption certificate prior to an order being placed. If Buyer is required by law to withhold any amount of tax from its payment to Iontra, Buyer will take all reasonable steps to minimize such withholding tax, provide Iontra with a receipt or certificate as evidence the tax has been paid, and reimburse Iontra for the amount of withholding so that Iontra receives payment for the full value of the invoice.

Prices are for Products only and do not include transaction taxes described above, shipping charges, freight, duties, and other charges or fees (such as fees for special packaging and labeling of Products, permits, certificates, customs declarations and registration) (collectively, "Additional Fees"). Buyer is responsible for any Additional Fees.

## 2. DELIVERY; TITLE; RISK OF LOSS

Except as otherwise offered by Iontra in writing to Buyer, shipments will be delivered FCA (Incoterms 2020) Iontra's point of shipment. Iontra agrees that it shall use commercially reasonable efforts at all times to meet agreed dates of shipment. With regard to international shipments that transit through international waters or airspace, title transfers to Buyer immediately after Products leave the jurisdictional territory of Iontra's point of shipment. With regard to domestic shipments and international shipments that do not transit through international waters or airspace, title transfers upon delivery to Buyer's carrier or nominee at Iontra's point of shipment. Risk of loss or damage will pass to Buyer upon Iontra's delivery to the Iontra designated shipping point. Any subsequent loss or damage will not relieve Buyer from its obligations under this Agreement. Buyer is solely responsible for costs of freight and insurance after delivery to the Iontra designated shipping point. If Iontra incurs freight or insurance costs on Buyer's behalf, Buyer must promptly reimburse Iontra for such freight or insurance costs. Buyer is importer of record and is expressly responsible for all customs formalities, import duties, taxes and any other expenses incurred. Iontra will not be liable for any damage, loss, fines or expenses resulting from shipments being held, delayed, or confiscated by customs or other relevant authorities. If Buyer wishes for Iontra to arrange shipping on Buyer's behalf, Iontra shall arrange shipping and assess a surcharge of 10% of the shipping costs and if not set forth in the invoice, shall at Iontra's option, be separately invoiced. Iontra will not arrange for any international shipping without the customer providing the appropriate tax identification numbers (i.e. VAT, EORI, etc.).

## 3. SHIPMENT

Buyer shall arrange for all shipping from Iontra's point of shipment. If Buyer has not shipped the product from Iontra's point of shipment within ten (10) business days from the date that Buyer is notified that the product is ready for shipment, then Iontra has the right to either: (i) assess Buyer storage fees for such delay based on Iontra's reasonable assessment of its costs for such storage, as determined in the sole discretion of Iontra, or (ii) ship the Products to Buyer at Buyer's sole cost and expense for shipping, insurance and other related charges plus a surcharge of 25% on top of the aggregate amount of the costs. Unless otherwise specified, Products shall be shipped in standard commercial packaging. When special or export packaging is requested or, in the opinion of Seller, required under the circumstances in either case beyond that required for FCA, the cost of the same, if not set forth on the invoice, shall at Iontra's option, be separately invoiced.

## 4. CANCELLATIONS, RESCHEDULING AND MODIFICATIONS; NO RETURNS

For Products,

- Iontra will publish the change order window for the Product by the Iontra part number;
- Inside the change order window, cancellation is generally not permitted; and
- In any event, Buyer should work with Iontra directly to support requests to cancel or change Buyer's order.
- Requests to change Buyer's order may result in such order being rescheduled at Iontra determined lead times.

- Iontra reserves the right to charge for cancellation and rescheduling of orders.

Orders for Evaluation Products (excluding Engineering Evaluation Units), and orders for Obsolete Products may not be cancelled or rescheduled.

Additionally, certain Products are subject to special cancellation and reschedule terms that Iontra will communicate to Buyer prior to order acceptance. Except and to the extent expressly required by applicable law, or as expressly provide herein, Iontra does not offer any refunds, returns, or exchanges.

## 5. PAYMENT TERMS

Payment is due thirty (30) days after Iontra (i) ships Products for a Buyer order, or, (ii) with respect to Services, thirty (30) days following Iontra's invoice for Services performed . Iontra may change or withdraw credit amounts or payment terms at any time for any reason before an order is accepted by Iontra. Buyer shall pay for Buyer's order prior to the time of shipment of Products by ACH or wire as indicated and described on the invoice..

Buyer represents and warrants that Buyer has the right to use any credit card, bank account, or other payment methods that Buyer provides and that all billing information Buyer provides to Iontra is truthful and accurate and is not intended to conceal, disguise or misrepresent any third party whose involvement in the transaction would otherwise be prohibited under applicable law. Iontra may require additional information or verifications prior to shipping any order.

If Buyer or its affiliate(s) fails to make payment when due, Iontra may suspend or cancel performance under any agreements, including delay or cancellation of shipment on any open orders. Iontra will not be liable for, and Buyer will hold Iontra harmless from, any costs or losses resulting from suspension or cancellation on account of Buyer's failure to make payment. Buyer may not deduct, withhold or set-off any payment amounts on account of unresolved disputes. Iontra may charge Buyer the lesser of 1% per month on overdue accounts (12% per year) or the maximum amount permitted by law. Buyer understands and authorizes Iontra to allocate or apply overpayments towards paying Buyer's future orders or open invoices.

## 6. SECURITY INTEREST

Iontra hereby reserves, and Buyer grants to Iontra, a purchase money security interest in the Products sold and the proceeds thereof. In the event of default by Buyer of any of its obligations to Iontra, Iontra shall have the right to exercise all rights of a foreclosing secured party under the Uniform Commercial Code or foreign equivalent, including without limitation the right to repossess the Products sold hereunder. In such event, Buyer agrees to assemble and otherwise make the Products available to Iontra at such location as may reasonably be specified by Iontra. Buyer agrees that a copy of the invoice may be filed with appropriate authorities at any time as a financing statement and/or chattel mortgage, in order to perfect Iontra's security interest. On request of Iontra, Buyer will execute financing statements and other instruments Iontra shall reasonably request to perfect its security interest.

## 7. INTELLECTUAL PROPERTY; EMBEDDED SOFTWARE LICENSE

Buyer acknowledges and agrees that, as between Buyer and Iontra, all intellectual property rights in and to the design and manufacture of the Products, including without limitation all intellectual property

rights in the computer software or firmware that is embedded in the Products (“Embedded Software”), shall be and remain the property solely of Iontra. All software embedded in, or otherwise for use with the Products, including without limitation updates to Embedded Software, is provided under separate software license that may be accessed via Iontra’s Web portal, <https://www.iontra.com/softwarelicense/>. By selling the Products to Buyer, Iontra is conferring solely to Buyer only the right to use the Products in accordance with Iontra’s user documentation and other operating instructions. Subject to Buyer’s payment in full for the Products, Iontra hereby grants to Buyer a nonexclusive, fully paid-up, royalty-free non-transferrable, non-sublicensable license to use the IONTRA and Embedded Software solely in connection with the use of the Products. Buyer shall not reverse engineer, disassemble, decompile, or otherwise deconstruct, examine the Products or Embedded Software or remove the Embedded Software from the Products, and any attempt to do so shall immediately void this license, subject Buyer to damages, and subject Buyer to liability as an infringer of Iontra’s rights in the Products or Embedded Software. The Products are offered for sale and are sold by Iontra subject in every case to the condition that such sale does not convey any license, expressly or by implication, estoppel or otherwise, under any patent or other intellectual property with respect to which Iontra can grant licenses, including without limitation intellectual property rights covering the Products, their design, or any assembly, circuit combination, charging method or process in which any such Products are used as components other than those licenses stated in this Section 7. Iontra expressly reserves all its rights under such patent or other intellectual property claims.

#### 8. LIMITED WARRANTY.

8.1. Subject to Sections 8.2 through 8.4, 7 and 10 below, Iontra warrants to Buyer that each (i) each Product that is a wafer Product or die Product conforms to Iontra’s published Specifications for such products for a period of thirty (30) Days after the date Iontra or a Iontra-authorized distributor delivers such Product, (ii) each Product that is an Evaluation Kit will be free of defects in material and workmanship for a period of ninety (90) Days after the date Iontra or a Iontra-authorized distributor delivers such product, (iii) any software Product (standalone or embedded in a silicon/chip) conforms to Iontra’s published specifications for a period of ninety (90) days from Buyer’s acceptance upon testing the software prior to Product shipments; and (iv) except as set forth in subsections (i)-(iii) above, each Product will conform to Iontra’s published specifications for such Product for a period of twelve (12) months after the date Iontra or a Iontra-authorized distributor delivers such Product.

Notwithstanding the foregoing, Iontra will not be liable for a nonconforming Product if:

- (a) the nonconformity was caused by neglect, misuse, or mistreatment by an entity other than Iontra, including improper storage, installation or testing, usage of Products outside of the instructions set forth in the user guide or for any Products that were altered or modified in any way by an entity other than Iontra;
- (b) the nonconformity resulted from Buyer’s design, specifications, software or instructions for such Products or improper system design; or
- (c) where applicable, the nonconformity resulted from Buyer’s failure to timely update firmware associated with Products, as recommended by Iontra

Testing and other quality control techniques are used to the extent Iontra deems necessary. Iontra does not necessarily test all parameters of each Product.

Buyer's claims against Iontra under this Section 8 are void if Buyer fails to notify Iontra of any apparent defects in the Product within ten (10) business days after delivery, or of any hidden defects within ten (10) business days after the defect has been detected.

8.2. Iontra's sole liability will be at its option to repair (including firmware updates) or replace Products that fail to conform to the warranty set forth above, or credit Buyer's account for such Products. With respect to Products that are microchips, Iontra's liability under this warranty will be limited to Products that are returned during the warranty period to the address designated by Iontra. If Iontra elects to repair or replace such Products, Iontra will have a reasonable time to complete such actions. Repaired Products will be warranted for the remainder of the original warranty period. Replaced Products will be warranted for a new full warranty period.

8.3. EXCEPT AS SET FORTH ABOVE IN THIS SECTION 8, ALL PRODUCTS AND SERVICES AND ALL RELATED DOCUMENTATION ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." IONTRA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING SUCH PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY EPIDEMIC FAILURE WARRANTY, OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND FOR EVALUATION PRODUCTS AND OBSOLETE PRODUCTS ANY NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

8.4. Iontra may provide Buyer technical, applications, or design advice (including reference designs), quality characterization, reliability data, specialized flows, or other services or Products. Buyer agrees that providing these services or Products does not expand or otherwise alter Iontra's warranties as set forth above and no additional obligations or liabilities arise from Iontra providing such services or Products.

## 9. BUYER'S RESPONSIBILITIES; EVALUATION PRODUCTS`

9.1. General. Buyer is solely responsible for its products and applications. This includes Buyer (1) selecting and using Products appropriate for its products and applications, (2) designing, validating and testing its products and applications, and (3) ensuring its products and applications meet applicable standards and any safety, security, regulatory or other requirements. Independent of any information or support that Iontra may provide, Buyer remains solely responsible for its products and applications, including, but not limited to, when Iontra provides a sample design or design advice, or presents a Product as compliant with, capable of meeting, or helping Buyer's products and applications meet an industry or proprietary standard. Except as set forth in Sections 8 and 11, Buyer assumes all risk related to use of Products in its products and applications. Iontra shall not be liable for any use of Products in Buyer's products and applications, including, but not limited to, instances where malfunction of a Product could cause severe property damage, severe environmental harm, personal injury or death, such as in medical equipment. Buyer represents that it will use appropriate safeguards that anticipate and minimize dangerous consequences of Product failures in its products and applications.

9.2. Evaluation Products Use. Evaluation Products are intended solely for product and/or software developers for use in a research and development setting to facilitate feasibility evaluation, experimentation, or scientific analysis of Products. Evaluation Products have no direct function and shall not be used in production applications, or production test platforms, or as test equipment. Buyer may use Evaluation Products for field testing (i.e. to evaluate Buyer's application) only with Iontra's advance written permission.

9.3. Indemnification by Buyer. Buyer will fully defend, indemnify and hold harmless Iontra Indemnitees against any damages, costs, losses, and/or liabilities (including attorneys' fees) arising out of Buyer's responsibilities for its products and applications under and/or non-compliance with Section 7, except to the extent arising out of the gross negligence or willful misconduct of Iontra.

#### 10. LIMITATION OF LIABILITY

IONTRA'S LIABILITY UNDER, FOR BREACH OF, OR ARISING OUT OF THIS AGREEMENT AND/OR SALE AND USE OF THE IONTRA PRODUCTS OR SERVICES SHALL BE LIMITED TO THE AVAILABILITY AND LIMITS OF IONTRA'S PRODUCT LIABILITY INSURANCE WITH RESPECT THERETO . IN NO EVENT SHALL IONTRA BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY THE BUYER. IN NO EVENT SHALL IONTRA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR PROFIT) WHETHER OR NOT IONTRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE. THIS EXCLUSION AND LIMITATION OF LIABILITY ALSO APPLIES TO ANY LIABILITY WHICH MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST BUYER. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF IONTRA ARISING OUT OF THIS AGREEMENT AND/OR SALE AND BUYER ACKNOWLEDGES AND AGREES THAT ITS REMEDIES AS SET FORTH ELSEWHERE IN THIS AGREEMENT PROVIDE A REASONABLE AND ADEQUATE REMEDY FOR ANY DEFECTS IN THE IONTRA PRODUCTS OR IONTRA'S ACTS, NEGLIGENCE OR PERFORMANCE HEREUNDER. NEITHER PARTY SHALL BE LIABLE FOR ANY CLAIM BROUGHT MORE THAN 2 YEARS AFTER THE CAUSE OF ACTION FOR SUCH CLAIM FIRST AROSE.

#### 11. INTELLECTUAL PROPERTY INDEMNIFICATION

11.1. Iontra will defend Buyer against any claim, suit, or proceeding brought against Buyer, insofar as such claim, suit, or proceeding is based on an allegation that Products manufactured and supplied by Iontra to Buyer directly infringe any United States, Canadian, Japanese, United Kingdom, or European Union member country patent copyright, or trade secret ("Covered Claim"), and Iontra will pay any damages, losses, or costs (excluding consequential and exemplary damages) finally awarded against Buyer for a Covered Claim, or agreed to by Iontra as settlement or compromise of a Covered Claim.

Iontra has no obligation to defend or indemnify Buyer unless Buyer:

(a) promptly informs Iontra of the Covered Claim and furnishes Iontra a copy of the claim, suit, or proceeding,

(b) gives all evidence in Buyer's possession, custody, or control to Iontra, and

(c) gives Iontra reasonable assistance in and sole control of the defense thereof and all negotiations for its settlement or compromise. Buyer agrees to make available to Iontra the benefit of any defense available to Buyer to any Covered Claim hereunder, including, but not limited to, any license or option to license or sub-license any intellectual property right that is the subject of such Covered Claim. Buyer will be entitled to participate in its defense at its own expense with counsel of its own choosing.

This Section 11.1 does not apply to Evaluation Products.

11.2. 10.2 If Iontra is obligated to defend Buyer pursuant to Section 11, Iontra may, but has no obligation to:

- (a) obtain a license that allows Buyer to continue the use of the Products,
- (b) replace or modify the Products so as to be non-infringing, but in a manner that does not materially affect the functionality of such products, or
- (c) if neither (a) nor (b) is available to Iontra at a commercially reasonable expense, then Iontra may stop selling the Products to Buyer without being in breach of this contract.

If Iontra elects to provide either of the options set forth in clauses (a) and (b) above, Iontra's obligation pursuant to Section 11.1 will be entirely fulfilled as to that Covered Claim, except for any damages, losses, or costs (excluding consequential and exemplary damages) incurred by Buyer prior to Iontra taking such action. If Iontra elects the option set forth in clause (c) above, Iontra's indemnity obligation under this contract will be entirely fulfilled, regardless of any additional claims, and Buyer will return to Iontra any and all Products remaining in Buyer's possession, custody, or control.

11.3. Iontra will have no liability or obligation under Sections 11.1 or 11.2:

- (a) if Buyer has not purchased the Products subject to the Covered Claim within the thirty-six (36) months preceding the date Buyer informed Iontra of the Covered Claim,
- (b) if Buyer has not fully and promptly paid in full for the Products subject to the Covered Claim,
- (c) if the Covered Claim arose because Buyer or Buyer's customer brought a claim, suit, or proceeding against a third party,
- (d) for any costs, losses, or damages resulting from Buyer's willful acts, or any settlement or compromise incurred or made by Buyer without Iontra's prior written consent, and
- (e) to the extent that a Covered Claim is based upon:
  - i. Buyer's use of the Products in combination with any other product, device, software, or equipment,
  - ii. Buyer's use of the Products in a process, including a manufacturing process,
  - iii. Buyer's modifications to the Products,
  - iv. Iontra's compliance with Buyer's particular design, instructions, or specifications, including requests to customize Products at Buyer's request,
  - v. The Covered Claim is regarding an "off the shelf" microchip white labeled for use in Products , or
  - vi. Iontra's compliance with any industry or proprietary standard or Buyer's use of the Products to enable implementation of any industry or proprietary standard (such claims - i.e., those set forth in (i) through (vi) above - are individually and collectively referred to herein as "Other Claims").

11.4. Buyer will defend Iontra against any claim, suit, or proceeding brought against Iontra insofar as such claim, suit, or proceeding is based on Other Claims and Buyer will pay any damages, losses, or costs (excluding consequential and exemplary damages) finally awarded against Iontra for any Other Claims or agreed to by Buyer as settlement or compromise of any Other Claims. Iontra will be entitled to participate in its defense at its own expense with counsel of its own choosing.

11.5. THE FOREGOING STATES THE SOLE LIABILITY OF THE PARTIES FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, IN REGARD THERETO. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING INTELLECTUAL PROPERTY INDEMNIFICATION TERMS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT, AND THAT IN THE ABSENCE OF SUCH TERMS, THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

## 12. ASSUMPTION OF RISK; INDEMNIFICATION RESPECTING USE, LEGAL COMPLIANCE

Buyer acknowledges and agrees that the use of the Products and Services other than in accordance with Iontra's operating instructions can involve substantial risk of property damage or personal injury, up to and including death of the user or of third parties. Subject to Sections 8 and 11 above, Buyer assumes all liability for all such property damage or personal injury. Buyer agrees to and does hereby indemnify and hold harmless Iontra from and against any and all claims, loss, cost and liability, including without limitation attorneys' fees, arising from any such property damage or personal injury or from any third party claim respecting any such property damage or personal injury.

BUYER ACKNOWLEDGES THE INHERENT RISKS IN THE USE OF BATTERY RELATED PRODUCTS AND SHALL AVOID USING PRODUCTS IN INHERENTLY DANGEROUS CIRCUMSTANCES AND IN ANY MANNER OTHER THAN AS PRESCRIBED BY IONTRA.

Buyer agrees to comply with all laws and regulations applicable to such party including the customs and export control laws and regulations of the U.S.; and the country in which the Products and Services are delivered or performed. Buyer is subject to and solely responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Buyer's purchase may not be used, sold, leased, exported, re-exported, or transferred except with prior written authorization of Iontra and in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Buyer represents and warrants that it is not the subject or target of, and that Buyer is not located in a country or territory that is the subject or target of, economic sanctions of the United States and other applicable jurisdictions.

BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

## 13. NON-WAIVER OF DEFAULT

In the event of any default by Buyer beyond any applicable notice and cure period, Iontra may decline to make further shipments. If Iontra elects to continue to make shipments, Iontra's action will not be a waiver of any such default or affect Iontra's legal remedies for any such default. Each shipment made under any order will be treated as a separate sale and transaction.

## 14. TRADE CONTROLS (EXPORT/IMPORT)

Exports, re-exports, and transfers of Products may be subject to U.S. export controls and sanctions. Buyer acknowledges and agrees that: i) it will comply with all applicable import and export laws and regulations; ii) Products may not be exported, re-exported, sold or transferred to U.S. embargoed, sanctioned, or restricted destinations, persons, or entities without first obtaining United States or other necessary governmental authorization; and iii) it will provide notice of these compliance obligations to any party obtaining Products from Buyer.

Buyer shall not sell, export, re-export or transfer, directly or indirectly, any Products to (or for use in) Russia, Belarus, or the Crimea region of Ukraine. Buyer shall immediately inform Iontra about any problems applying the aforementioned obligations.

Unless any necessary U.S. and other applicable government authorizations are obtained in advance, Buyer may not export, re-export, transfer, purchase, or sell any Product: (i) for a military end use; (ii) to a military end user; or (iii) for the design, development, fabrication, or use of nuclear, chemical, or biological weapons or missile technology. For additional information, see Part 744 of the U.S. Export Administration Regulations (the "EAR"). All Products may be subject to the EAR if any destination, end use and/or end user are within scope of the U.S. foreign direct product rules.

Each party shall, at its own expense, secure export and import authorizations necessary to fulfill its obligations under this Agreement.

Buyer will indemnify and hold Iontra (including its agents and representatives) harmless from any resulting damages, costs, losses, and/or liabilities, and Iontra shall be entitled to terminate, cancel, or otherwise be excused from any business relationship with Buyer or obligations that it may have under Buyer's orders arising out of any Buyer failure to obtain required license or authorizations, or other non-compliance with this section. Product trade classifications are for Iontra convenience only and shall not be construed as a representation or warranty of any kind; Buyer is responsible for its own trade compliance obligations. This section will survive any termination or expiration of this Agreement.

## 15. U.S. GOVERNMENT CONTRACTS

If Buyer intends to use Products in the performance of a U.S. Government contract or subcontract subject to Federal Acquisition Regulation (FAR), Iontra agrees to comply only with the commercial-product subcontractor flowdown provisions identified in FAR 52.244-6 (July 2021) to the extent such provisions apply to the types of products provided by Iontra to Buyer. Unless otherwise agreed in writing by an authorized Iontra representative, no other FAR provisions, FAR supplement provisions, or other government procurement rules will apply to Iontra by virtue of any sale or provision of Iontra goods and services. Specifically, and without derogation to the foregoing limitation, Iontra will not provide, and no submission should be deemed as providing, certified cost or pricing data, and Iontra will not be subject to provisions governing cost allowability, cost accounting, and/or audit rights that may be found in Buyer's U.S. Government contract or subcontract.

Iontra technical data and computer software are generally developed at Iontra's private expense and not in performance of a U.S. Government contract. As such, unless specifically identified by Iontra as a product or good developed under a U.S. Government contract, Iontra asserts and should be understood by Buyer and the U.S. Government as retaining proprietary rights in all technical data and computer software provided to Buyer under a U.S. Government contract. Unless separately and expressly agreed in writing by an authorized Iontra representative, neither the U.S. Government nor any higher-tier

contractor under a U.S. Government contract will obtain any rights in Iontra technical data and computer software beyond the rights provided to Iontra's commercial customers for such technical data and computer software.

#### 16. ASSIGNMENT AND THIRD PARTY BENEFICIARIES.

This contract is not assignable by Buyer without Iontra's prior written consent. Any unauthorized assignment is null and void. No provision in this contract confers any benefits, rights, or remedies to any person other than Buyer or Iontra.

#### 17. NOTICES

Notice to Iontra under this Agreement or any related service agreement must be in writing and sent by registered or certified mail (postage prepaid first-class mail and return receipt requested) by overnight delivery service or by electronic mail to the address below, and will be effective upon receipt.

Iontra Inc  
7025 S. Fulton Street, Suite 100  
Centennial, CO 80112  
Attn: Sales Department  
Email: [customer-care@iontra.com](mailto:customer-care@iontra.com)

#### 18. FORCE MAJEURE

Iontra shall not be liable for any loss, damages, or penalty resulting from delay in delivery when such delay is due to causes beyond the reasonable control of Iontra, including but not limited to supplier delay, force majeure, act of God, pandemic, labor unrest, fire, explosion, or earthquake. In any such event, the delivery date shall be deemed extended for a period equal to the delay.

#### 19. TERMINATION

Either party to this Agreement may terminate the Agreement for convenience, provided that in in such case Iontra may only terminate on thirty (30) day advance notice as a result of any potential claims made against Iontra that Iontra reasonably believes would cause Iontra further risk from undertaking additional sales or deliveries. In the event of a termination for convenience by Buyer, Buyer shall reimburse Iontra upon invoice therefor, for the Services performed to the date of termination and for any costs and expenses incurred by Iontra for any Products ordered by Buyer, as reasonably determined by Iontra. In the event of breach by either party of the Agreement by and between Iontra and Buyer, the non-breaching party may terminate the Agreement under the following circumstances: (a) the breaching party has failed to pay amounts due within ten (10) days following the breaching party's receipt of written notice that such amount was due, (b) breach of any term or condition of this of the Agreement (other than non-payment) that is not cured within thirty (30) days following the breaching party's receipt of written notice of the breach, provided that if the breach would reasonably take longer than thirty (30) days to cure, the breaching party may have such additional time so long as it commences the cure upon receipt of the breach notice and diligently prosecutes the cure to completion, and (c) in the event a party (considered the breaching party) becomes insolvent or declares bankruptcy.

#### 20. SUBSTITUTIONS AND MODIFICATIONS

lontra shall have the right to make substitutions and modifications in the specifications of Products sold by lontra provided that such substitutions or modifications will not materially affect overall product performance.

#### 21. BANKRUPTCY

If Buyer shall become bankrupt or insolvent or compounds with his creditors or commences to be wound up or suffers a receiver to be appointed, lontra shall be at liberty by notice in writing to cancel this Agreement without judicial intervention or declaration of default of Buyer, without liability to Buyer and without prejudice to any right or remedy which shall have accrued or shall accrue thereafter to lontra.

#### 22. ENTIRE AGREEMENT; SEVERABILITY

This Agreement is the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous communications or agreements that may exist. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statements not expressly set forth in this Agreement. If you purchased directly from lontra, any preprinted terms on your purchase order shall be of no force or effect. Modifications to this Agreement will be made only through a written amendment signed by both parties. If any provision of this Agreement is found to be void or unenforceable, such provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this Agreement will remain in full force. No rights may arise by implication or estoppel, other than those expressly granted herein.

#### 23. GENERAL

This Agreement shall not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of this Agreement by its express terms. The failure by lontra to enforce at any time any of the provisions of this Agreement, or to exercise any election or option provided herein, shall in no way be construed as a waiver of such provisions or options, nor in any way to affect the validity of this Agreement or any part thereof, or the right of lontra thereafter to enforce each and every such provision. Buyer hereby acknowledges that he has not entered into this Agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth herein. The terms of any commercial agreement between Buyer and lontra subject to this Agreement are confidential and may not be disclosed to any party outside of Buyer without the express written consent of lontra.

#### 24. DISPUTE RESOLUTION & ARBITRATION

24.1. SUBMISSION TO BINDING INDIVIDUAL ARBITRATION. PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO SUBMIT TO BINDING INDIVIDUAL ARBITRATION OF ALL DISPUTES, EXCEPT FOR THOSE THAT INVOLVE INTELLECTUAL PROPERTY DISPUTES AND EXCEPT THOSE THAT CAN BE BROUGHT IN SMALL CLAIMS COURT. THIS MEANS YOU ARE WAIVING YOUR RIGHT TO HAVE SUCH DISPUTES RESOLVED IN COURT BY A JUDGE OR JURY. THIS SECTION WAIVES YOUR RIGHT TO HAVE YOUR DISPUTE HEARD AND RESOLVED AS A CLASS ACTION, CLASS ARBITRATION, OR A REPRESENTATIVE ACTION.

24.2. Arbitration. Any dispute or claim, in law or in equity, arising out of or relating to this Agreement or any relationship between the parties, no matter how described, pleaded or styled, shall be resolved through final, binding arbitration under the substantive and procedural requirements of the Federal Arbitration Act. The arbitration shall be conducted by a single, neutral arbitrator chosen by the parties, and conducted in Arapahoe, Colorado. The arbitration shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association, Should either party refuse or neglect to choose an arbitrator or otherwise sincerely and in good faith participate in the arbitration process, then the arbitrator is empowered to proceed with one side alone. The parties agree that the arbitrator, and not a court, shall have exclusive jurisdiction over the interpretation, validity, and scope of this arbitration agreement. Subject to the above terms and subsection 24.3, neither party shall file or maintain any lawsuit in any court against the other, and the parties agree that any suit filed in violation of this Agreement shall be dismissed by the court in favor of an arbitration conducted pursuant to this Software License Agreement. Each party shall bear its own expenses and the parties shall equally share the arbitration filing fee, arbitrator's compensation, facilities fees, and other administrative fees. However, if the claim or defense of either party is upheld by the arbitrator in all material respects, then the prevailing party shall be promptly reimbursed by the other party for its reasonable attorneys' fees and disbursements, the reasonable costs of its experts and witnesses, and all other fees, costs and expenses of the arbitration. Any award of the arbitrator shall be in writing and shall state the reasons for the award. Any remedy available from a court under the law shall be available in the arbitration. Judgment upon an award may be entered in any Court having competent jurisdiction. Any judgment therein may be enforced in any court having jurisdiction. The parties, their representatives and participants and the arbitrator shall hold the existence, content and result of the arbitration in confidence, except to the limited extent necessary to enforce a final settlement agreement or to obtain or enforce a judgment on an arbitration decision and award. If any provision of this arbitration agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the Software License Agreement. If this arbitration agreement is declared unenforceable and cannot be administered, interpreted, or modified to be enforceable, the parties agree any such dispute shall be commenced and maintained exclusively in the state or federal courts in Arapahoe County Colorado and the parties each consent to the personal jurisdiction of said courts. Any dispute or claim shall be brought solely in the party's individual capacity, and not as a representative, private attorney general or class member in any purported class action, representative proceeding, mass action or consolidated action.

24.3. Exceptions. You may also litigate any dispute in small claims court in Your county of residence or Arapahoe County, Colorado so long as the dispute meets all requirements to be heard in the small claims court and the matter advances on an individual (non-class) basis.

24.4. WAIVER OF JURY TRIAL. THE PARTIES UNDERSTAND THAT BY ENTERING INTO THIS SOFTWARE LICENSE AGREEMENT, BOTH PARTIES ARE GIVING UP THEIR CONSTITUTIONAL RIGHT TO A JURY TRIAL AND, IF APPLICABLE, ANY RIGHTS THEY MAY HAVE TO BRING ANY CLAIMS ON A CLASS, REPRESENTATIVE, CONSOLIDATED OR MASS ACTION BASIS.

24.5. Immediate Relief. Nothing herein shall prevent either party from seeking immediate injunctive relief pursuant to the Emergency Measures of Protection procedures in the AAA Commercial Rules if, in its judgment, such relief is necessary to protect its interests prior to utilizing or completing this dispute resolution process. Such remedy shall be in addition to all other remedies, including money damages, available to such party at law or in equity.

## 25. CONFIDENTIALITY

25.1. Lontra Confidential Information. In the course of Your activities under this Software License Agreement, Lontra may disclose to You information or data pertaining to any and all aspects of the Lontra Technology that Lontra desires to protect against unauthorized use or further disclosure. For purposes of this Software License Agreement, “Lontra Confidential Information” shall mean: (i) any information in written, other tangible or electronic form which is labeled by Lontra as “Confidential”, “Proprietary” or with a legend of similar import; (ii) the SOFTWARE, in any form (including related Documentation) and any Lontra Product, Lontra Technology, or any derivative works thereof, whether or not labeled in accordance with the preceding, or any aspect thereof; (iii) any and all information relating to Lontra’s business, financial information, customers, schedules, projects, programs, products and services not generally known to the public; and (iv) information orally disclosed by You or received by You through observation and identified by Lontra as confidential at the time of such disclosure. Notwithstanding the foregoing, Lontra Confidential Information will not include: (i) information that is generally and legitimately available to the public through no fault or breach of Yours, (ii) information that is generally made available to the public by Lontra, (iii) information that is independently developed by You without the use of or reference to any Lontra Confidential Information, (iv) information that was rightfully obtained from a third party who had the right to transfer or disclose it to You without limitation, or (v) any OSS included in the SOFTWARE and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such OSS. However, unless You prove that certain material or information falls within one of the express exclusions to the definition of Lontra Confidential Information set forth above, all material or information relating to Lontra and its business will be presumed to be confidential and shall be regarded by and treated by You as Lontra Confidential Information.

25.2. Non-Disclosure and Non-Use Obligations. You shall exercise the same degree of care and protection with respect to the Lontra Confidential Information that You exercises with respect to Your own confidential information and, in any event, not less than reasonable care, and shall not directly or indirectly disclose, copy, distribute, republish, or allow any third-party to have access to any Lontra Confidential Information other than for the purposes that are expressly permitted in this Software License Agreement. You may disclose Lontra Confidential Information to the extent required by law, provided that You take reasonable steps to notify Lontra of such requirement before disclosing the Lontra Confidential Information and You cooperate with Lontra in obtaining protective treatment of the Lontra Confidential Information.

25.3. Injunctive Relief. You acknowledge that damages for improper disclosure of Lontra Confidential Information may be irreparable; therefore, Lontra is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.