



GENERAL TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS OR SERVICES

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT ALSO CONTAINS A CLAUSE GOVERNING HOW DISPUTES WILL BE SETTLED IF THERE IS A DISAGREEMENT.

NOTICE: Sales of Products and Services are expressly conditioned on Buyer's (Your) assent to these GENERAL TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS AND SERVICES (these Terms). Any acceptance of Seller's (StellarNet, Inc.'s) offer is expressly limited to acceptance of these Terms. **Seller expressly objects to any additional or different terms proposed by Buyer.** No Buyer form shall modify these Terms, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms. Any order to purchase products or receive services shall constitute Buyer's assent to these Terms. Unless otherwise clearly stated in a written quotation issued by Seller, all quotations expire thirty (30) days from the issue date and may be modified or withdrawn by Seller any time before acceptance.

1. Definitions.

- a. "Accessory" means parts that may be assembled or used with a spectrometer system, or component of such a system. Examples of Accessories include, without limitation, light sources and optical fibers.
- b. "Buyer" means the entity to which Seller is providing Products or Services under the Contract.
- c. "Complete System" means either (i) a spectrometer or (ii) a spectrometer and Accessories (such as optical fibers) paired together with the spectrometer to meet buyers specified application requirements, and all purchased together in one transaction. A "Complete System" will be designated as such in the product description and invoice. Any item not specifically designated as a Complete System shall be deemed and treated as an Accessory for the purposes of these Terms.
- d. "Contract" means either (i) a written agreement signed by both parties, or (ii) a purchase order signed by Buyer and accepted by Seller in written order acknowledgement, or (iii) an order submitted by the Buyer to the Seller. In each of the foregoing the Contract constitutes the foregoing document(s), together with these Terms, Seller's final quotation, the agreed scope(s) of work (in the case of Services), Seller's order acknowledgement, and Seller's invoices. In the event of any conflict, these Terms take precedence over all other documents included in the Contract unless there is a writing signed by both parties that expressly refers to this Section 1(b) and states that the parties have agreed to modify it.
- e. "Price" means the agreed price stated in the Contract, including adjustments (if any).
- f. "Products" means the equipment, parts, materials, supplies, and other goods Seller has agreed to supply to Buyer under the Contract, including, without limitation, Complete Systems and Accessories.
- g. "Services" means the services Seller has agreed to perform for Buyer under the Contract.
- h. "Specifications" means the written description of a product included in a quotation or published on the product web page or pdf under the heading "Specifications."

2. Delivery.

- a. Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus handling. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed without interruption. If Products delivered do not correspond in quantity, type, or price to those itemized in the shipping invoice or documentation, Buyer agrees to so notify Seller within thirty (30) days after receipt. Title and risk of loss pass to Buyer upon delivery.
- b. Delays in delivery of Products or Services are not grounds for cancellation or modification of the Contract nor reduction of the Price. Fulfillment of any order is contingent upon the availability of parts, supplies and materials. Seller shall not be liable for any delay in delivery of Products or Services or for non-delivery of Products or Services in whole or in part caused by the occurrence of any contingency beyond the control of either Seller or its suppliers. If any contingency occurs, allocation of Products and delivery thereof will be at the sole discretion of Seller. All delivery dates, if given, are approximate estimates, and are not guaranteed.
- c. If any Products to be delivered cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer, Seller may ship the Products to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products into storage: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due;

(iii) a fee that is the greater of ten percent (10%) of the value of the Products and the actual cost of storage will be charged to Buyer; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products available to Buyer.

d. Any liability of Seller for non-delivery of the Products shall be limited replacing non-delivered Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered, in Seller's discretion.

3. Cancellation.

a. Buyer may cancel its order only with the prior written consent of Seller, which Seller may withhold in its sole discretion. All cancellations will be subject to Buyer's payment to Seller of a reasonable and proper cancellation fee with the minimum cancellation fee being fifteen percent (15%) of the Contract Price.

b. Additionally, for all other work in progress and all materials and supplies procured or for which definite commitments have been made by Seller in connection with the Contract, Buyer shall pay Seller upon demand all of Seller's costs, losses, and expenses, including, but not limited to, costs of materials, supplies, wages, overhead, and cancellation of commitments in connection with or arising out of stopping or redirecting production, determined in good faith by Seller in accordance with recognized accounting practice.

4. Warranties and Returns.

a. All sales are final. Returns are permitted only in connection with a warranty claim as set forth in Sections 4(b) and 4(c) below. Buyer is solely responsible for all return shipping and any shipping insurance.

b. *30-day Complete System Warranty.* If Buyer purchases a Complete System and determines within thirty (30) days of delivery, that it does not meet their requirements, Buyer may (i) return the Complete System for refund (less a fifteen percent re-stocking fee), provided it is in like-new condition, suitable for re-sale, or (ii) may exchange a component of the Complete System for a more suitable replacement component, provided the returned component is also in like-new conditions, suitable for resale. Buyer is responsible for all shipping costs and shipping insurance both for the returned Product(s), and any replacement component(s). In the event of a return or exchange pursuant to this Section 4(b), the original invoice shall remain due and payable. In the event of a return pursuant to this Section 4(b), within thirty (30) days of receipt of payment for the original invoice, Seller shall issue a refund of the purchase price, less the restocking fee. In the event of an exchange pursuant to this Section 4(b), Seller shall issue a further invoice with the shipment of the replacement Product(s) to account for any cost differential or shipping cost, such further invoice being due and payable net thirty (30) days from receipt. Any Product that is damaged, tampered with, or otherwise received in a condition other than like-new, will not be accepted for return or eligible for refund or exchange. The foregoing Complete System warranty shall not apply: (iii) to any purchase of three (3) or more Complete Systems in a single order, (iv) any Complete System that comprises a custom-built or customized Product, (v) any Product sold for integration into a larger product, and (vi) any Complete System comprising StellarNet PORTA-LIBS, Raman, RED-Wave-NIRX-SR, or handheld spectrometers.

c. *One-Year Parts and Labor Warranty.* Except as set forth in Sections 4(e) and 4(f) below, (i) Seller warrants that StellarNet-manufactured hardware Products will materially comply with the applicable Specifications for one year from the date of purchase, and (ii) for all Products not manufactured by Seller, such Products are sold only with the warranties provided by the original manufacturer, if any. Returns of StellarNet Products under Section 4(c)(i) shall be made to Seller, as set forth in Section 4(g) below. Seller's sole liability in connection with a warranty claim pursuant to Section 4(c)(i) will be, in Seller's sole discretion, to repair or replace the non-conforming Product or, refund the pro-rata portion of the Purchase Price for the Product determined by subtracting the number of days between sale and return from 365, and dividing that remainder by 365. All pro-rata refund calculations shall be determined by Seller, in its sole discretion. Returns of third party Products under Section 4(c)(ii) must be to the manufacturer, and not to Seller. Seller offers no warranty whatsoever for third party Products.

d. *Services Warranty.* For all Services, Seller warrants that the Services shall be performed in a workmanlike manner, and will materially comply with the written description of the Services agreed to by Seller, if any. The warranty period is thirty (30) days from the date the Services are completed, after which the Services will be deemed accepted and conforming in all respects. Seller's sole liability in the event of a warranty claim in connection with Services will be, in its sole discretion, to re-perform the non-conforming Services at its own expense, or refund amounts actually received for the non-conforming portion of the Services.

e. *Products Sold AS IS.* Notwithstanding anything else in this Section 4, **the following are sold or licensed AS IS, with no warranties whatsoever express or implied:** (i) software, (ii) special, custom, or made-to-order Products, (iii) used or pre-owned Products, and (iv) any Product or Service expressly identified as an AS IS item on Seller's website or any quotation issued by Seller. Sales of the foregoing items are final upon delivery. **For avoidance of doubt, Seller expressly disclaims all warranties of merchantability, fitness for a particular purpose, and non-infringement for the foregoing.**

f. *Limitations on Warranties.* Warranty claims may be submitted only by end user customers. Seller shall have no liability for warranty claims by any reseller, distributor, or original equipment manufacturer. All warranties are voided by any of the following: improper handling, installation or application of instrumentation; use with improper powering; improper system design, disassembling and tampering, exposure to excessive heat, moisture, dirt, dust, corrosion, or any other condition deemed deleterious by Seller. Seller is not responsible for any damage to the Product after receipt. Seller does not warrant that any Product or Service will suit Buyer's

needs or requirements or be 100% error free. Warranties set forth in these terms may not be modified in any manner by Seller's employees or agents, except to the extent expressly set forth on a quotation issued by Seller.

g. *Procedure.* Prior to any return, Buyer must obtain from Seller a return material authorization (RMA) form and an RMA number (RMA#). Buyer must further include a copy of the RMA form when packaging the Products for delivery to Seller and address the delivery to Seller attention the RMA#. If a valid RMA# is not included in the address, Seller may refuse delivery of the package. All risk of loss prior to accepted delivery to Seller rests with Buyer alone. In no case are Products to be returned without first obtaining Seller's written permission in the form of an RMA. Any Products returned without Seller's written permission will remain the property of the sender and Seller will not be liable for loss by theft, fire, or other damage. It is Buyer's sole responsibility to timely notify Seller of any suspected defects within the applicable warranty period and obtain an RMA form and RMA# from Seller. Seller will then determine, in its sole good faith discretion, if a material defect in parts or workmanship actually exists. If such defect does not exist, Buyer will be liable for a reasonable and proper evaluation fee with the minimum evaluation fee being four hundred fifty dollars (\$450), and the cost of return shipping. If a defect exists, Seller will repair or replace, at the Seller's option, any defective in the Products. This remedy is the sole and exclusive remedy of the Buyer under this contract for any alleged defect or non-conformity. Should this sole and exclusive remedy fail of its essential purpose, however, the Seller will return the purchase price to the Buyer minus the reasonable value of the Buyer's use of the product, as determined by Seller.

h. **EXCLUSIVE REMEDY. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 4(b), 4(c) AND 4(d) ABOVE, SELLER MAKES NO OTHER WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES, AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.** Seller personnel are not authorized to alter this disclaimer of warranty.

i. **NO INDIRECT DAMAGES. IN NO EVENT WILL SELLER BE LIABLE OR RESPONSIBLE FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.** The Parties intend the exclusion of consequential damages as an independent agreement apart from the sole and exclusive remedy herein.

j. All Products are sold for commercial use only and are not intended for use by consumers. Accordingly, Seller disclaims all warranties to consumers, as defined by the Magnuson-Moss Act and/or applicable Canadian Consumer Protection Act or other similar laws pertaining to consumers. Any inspection services provided by Seller at Buyer's request shall be provided as a customer service only and shall not be deemed to act as a warranty or approval of Buyer's installation, use, or maintenance of the Products, nor shall Seller be liable for failure to detect improper use, installation or maintenance of the Products by Buyer.

5. **Assembly/Installation Work.** In the event Buyer desires for Seller to perform any assembly/installation work, said work will be performed pursuant to a separate agreement to be entered into in writing by both Buyer and Seller detailing the terms of said work.

6. **Contract Price.** Buyer shall purchase the Products and, if applicable, shall pay for the Services provided, from Seller at the Contract Price. Prices are subject to change without prior notice and Seller shall thereafter notify Buyer of any price increases at the time of ordering. All Prices are exclusive of shipping costs and of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority. Buyer is responsible for all such charges, costs and taxes, including, but not limited to, a Florida sales tax of seven percent (7%) for all orders placed within the state of Florida. The Contract Price excludes shipping and handling charges, which are the obligation of Buyer and will be added to the invoice if prepaid by Seller.

7. **Payment.**

a. Except to the extent contrary terms are set forth in writing in a quotation provided by Seller, payment terms will be 100% prepaid in advance.

b. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and court costs. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Products or Services if Buyer fails to pay any amounts when due and such failure continues for thirty (30) days following written notice thereof.

c. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

d. If Buyer disputes any invoice or portion thereof, it shall notify Seller in writing within thirty (30) days of receipt of said invoice, detail the reason for the dispute, and pay all undisputed amounts. All charges not timely disputed in writing shall be deemed to be undisputed and shall be due and payable as set forth above.

8. **Acceptance.** Buyer's placement of an order and acceptance of delivery constitutes acceptance of these Terms. If Buyer does not wish to accept these Terms, Buyer must either not accept delivery, or must negotiate a separate signed agreement that expressly disclaims these Terms and, in doing so, expressly references this Section 8. Any use Seller's Products or Services after delivery further confirms acceptance of these Terms. Seller reserves the right to refuse any order.

9. **Limitation of Liability.** **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER OR, AS TO SERVICES, FOR THE AMOUNTS PAID TO SELLER FOR SERVICES PERFORMED HEREUNDER.** This limitation of liability is a material basis for the parties' bargain and reflects the bargained-for allocation of risks between Seller and Buyer, without which Seller would not have agreed to provide the Products or services at the price charged.

10. **Indemnification.** Buyer shall indemnify, defend and hold harmless Seller and its officers, employees, directors owners and affiliates from and against claims brought by a third party, on account of (i) any violation of law by Buyer or anyone for which Buyer is responsible, and (ii) any use or misuse of any Product or Service provided by seller or any personal injury or damage to a third party's tangible property. Seller shall indemnify, defend and hold harmless Buyer and its officers, employees, directors owners and affiliates from and against claims brought by a third party, alleging use of any unmodified Products, when not combined with any other Products and used according to all directions and instructions of Seller, infringe any U.S. intellectual property right of such third party.

11. **Adequate Assurance.** Seller reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to Seller in the event of: (i) Buyer's insolvency, (ii) Buyer's filing of a voluntary petition in bankruptcy, (iii) the appointment of a receiver or trustee for Buyer or (iv) the execution by Buyer of an assignment for the benefit of creditors. Seller reserves its right to suspend its performance until payment or adequate assurance of performance is received and also reserves its right to cancel Buyer's credit at any time for any reason.

12. Intellectual Property Rights.

a. Seller is unable to guarantee that no patent rights, copyrights, trademarks, (user) rights, trade models or any other rights of third parties are infringed by goods received from suppliers and/or buyers via Seller or third parties via them, including but not limited to goods, models and drawings for the manufacture and/or delivery of certain Products.

b. In the absence of written agreement to the contrary, Seller holds the copyrights and all rights of (industrial) property to the offers it has made and the designs, images, drawings (test) models, software, templates and other goods that it has issued.

c. Products are sold for Buyer's use only and may not be copied or replicated. In the event of a violation of this provision, Buyers shall be liable for all damages, including, but not limited to, monetary damages, loss of anticipatory profits, reputational damages, and punitive damages.

13. Compliance with Laws.

a. Seller shall take reasonable steps to ensure the Products are in conformity with applicable laws and regulations; however, Buyer acknowledges that Products may be used in various jurisdictions for various applications subject to disparate regulations and therefore that Seller cannot warrant compliance with all applicable laws and regulations. Seller disclaims any representation or warranty that the Products conform to federal, state or local laws, regulations, ordinances, codes or standards, except as expressly set forth by Seller in writing in the Contract. Buyer shall comply with all applicable laws, regulations and ordinances. Seller may terminate this Contract if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

b. The products, items, technology or software covered by a quotation/order may be subject to various laws including U.S. and foreign export controls. Seller is committed to complying with all relevant export laws. If these items are of United States origin and are being exported from the United States, the following statement applies, "These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited." Buyer is responsible for applying for export licenses, if required, based on end user or country of ultimate destination. Seller's obligations are conditioned upon Buyer's compliance with all U.S. and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Products other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. Buyer agrees to indemnify and hold Seller harmless from any and all costs, liabilities, penalties, sanctions and fines related to non-compliance with applicable export laws and regulations.

c. Buyer represents and warrants that it is not subject to any trade sanctions imposed by the U.S., EU and/or UN and that it is in compliance and shall comply with all applicable laws and regulations relating to trade restrictions and/or export controls (including trade sanctions imposed by the US, EU and/or UN) with respect to Products sold hereunder, and shall provide evidence of compliance with the foregoing as Seller may reasonably request from time to time.

d. Buyer represents and warrants that it is in compliance and shall comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, and has not, directly or indirectly, offered, paid, promised, or authorized the giving

of money or anything of value to any government official for the purpose of influencing any act or decision of such government official. Buyer is not on, nor is Buyer associated with any organization that is on, any list of entities maintained by the United States government that identifies parties to which the sale of goods or services is restricted or prohibited.

14. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Contract with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due and such failure continues for thirty (30) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

15. Amendment and Modification. These Terms may only be amended or modified in a writing that expressly and specifically states that it **amends and supersedes these Terms and Conditions pursuant to this Section 15** and is signed by an authorized representative of Buyer and an authorized representative of Seller. These Terms may not be changed orally.

16. Waiver. No waiver by Seller of any of the provisions of this Contract is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Contract operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Contract is confidential, solely for the use of performing this Contract and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (i) in the public domain; (ii) known to Buyer at the time of disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.

18. Force Majeure. Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

19. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Contract without the prior written consent of Seller. All warranties run only to the original Buyer and do not convey with transfer of title of any purchased Product. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Contract.

20. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21. Governing Law. All matters arising out of or relating to this Contract are governed by and construed in accordance with the internal laws of the State of Florida and the United States of America, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

22. Dispute Resolution.

a. In the event of any controversy or claim alleged by Buyer arising out of or relating to a Contract or these Terms and Conditions, or a breach thereof, the aggrieved party shall notify the other of the controversy or claim in writing the parties shall attempt to settle the dispute amicably. If the dispute is not settled within sixty (60) days, the aggrieved party shall submit the dispute to mediation, administered by the American Arbitration Association under its Mediation Rules. The number of mediators shall be one (1). The place of mediation shall be Tampa, Florida. Costs of mediation shall be borne equally by the parties, except that each party shall pay its own legal fees and travel costs.

b. If settlement is not reached at mediation, any unresolved controversy or claim shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one (1). The place of arbitration shall be Tampa, Florida. Florida law shall apply. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In addition to other remedies, the prevailing party shall receive an award of its legal fees, but only subject to any limitation of liability in these Terms.

c. Seller reserves the right to seek equitable relief from any court of competent jurisdiction to the extent necessary to protect its intellectual property or confidential information.

23. **Submission to Jurisdiction.** Any legal suit, action or proceeding arising out of or relating to this Contract not subject to arbitration shall be instituted in the Thirteenth Judicial Circuit of Florida in Tampa or the United States District Court for the Middle District of Florida in Tampa. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding arising out of these terms and conditions.

24. **Severability.** If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. To the extent any term or condition in these Terms is adjudged unenforceable by a court or arbitrator of competent jurisdiction, Buyer and Seller authorize such arbitrator or court to modify such term or condition only (i) to the extent necessary to make such term or condition legally enforceable, and (ii) in a manner that reflects the intent of the parties as expressed in these Terms.