



STANDARD TERMS AND CONDITIONS OF SALE

Definitions: Capitalized words not otherwise defined in these Terms and Conditions (the “Terms”) will be as defined in the attached Quote (defined below) to which these Terms are attached and made a part thereof. Capitalized words not otherwise defined in these Terms or the Quote will be as defined in the uniform commercial code of the State of Wisconsin, Chapters 401 to 411, Wisconsin Statutes (the “UCC”). If and to the extent Buyer issues a “purchase order” or like document evidencing its desire to purchase or lease the Equipment, it shall be made subject to the Contract (defined below) in all respects, and to the extent a term or provision set forth in any such purchase order differs from the same or like term or provisions of the Contract, the meaning of the term or provision will be as set forth in the Contract. To the extent a term or provision set forth anywhere else in the Contract differs from the same or like term or provision set forth in these Terms, the meaning of the term or provision will be as set forth in these Terms.

- a. “Seller” means Blue Onyx Systems, LLC, a Wisconsin limited liability company, located and doing business in New Berlin, Wisconsin, and its affiliates.
- b. “Buyer” means the person or entity on whose behalf a signature appears on the attached Quote, and its affiliates, successors and assigns.
- c. “Contract” means the Quote, these Terms and any further documentation by which Seller agrees to the sale or lease of Machinery to Buyer.
- d. “Machinery” means the goods identified in the Quote sold or leased and subject to the terms of the Contract.
- e. “Delivery” means the voluntary transfer of possession of the Machinery by Seller to Buyer, free on board (f.o.b.) origin, New Berlin, Wisconsin, freight collect.
- f. “Delivery Date” means the date identified in the Contract as the date Seller agrees to use its reasonably commercial efforts to effect Delivery of the Equipment, except that with respect to the Delivery Date, time will not be deemed to be of the essence.
- g. “Force Majeure” means any cause or event beyond the reasonable control of Seller such as, but not limited to, war, riots, acts of God or public enemy, fire, explosion, flood, earthquake, strike, lockout or other labor disturbance, embargo, actions of any governmental authority, interruptions or delay in transportation, or delay or failure of usual carriers, suppliers or original Machinery manufacturers other than Seller.
- h. “Purchase Price” means the cost of the Machinery charged by Seller to Buyer and due from Buyer to Seller including, where applicable, all costs of packing and making Delivery of the Machinery from Seller to Buyer, the costs payable to Seller for storage following Delivery, freight transportation, bill of lading fees, insurance, unloading, Taxes, and the cost of filing any lien or financing or termination statement with respect to Seller’s security interest in the Equipment.
- i. “Quote” means the documents provided by Seller describing the Machinery offered to be sold or leased by Seller to Buyer on the terms and conditions set forth therein including but not limited to the Purchase Price, the payment and shipping terms, the installation, the training and/or the service related thereto.
- j. “Taxes” means all applicable taxes levied, imposed or claimed as owing by a governmental body as a result of the sale or lease of the Machinery from Seller to Buyer including sales, use and excise taxes and other duties or assessments, and excluding taxes relating to the income of Seller.
- k. “Concept Approval Drawing”, as referenced in the payment terms in regard to the timing of the second invoice, shall mean that all Major Components of the Machinery have been specified and selected for purchase, a 2D layout drawing has been provided detailing all major utility connections points, and Machinery dimensions detailing access points and verification of alignment with adjoining equipment.



WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT LOSSES OR DAMAGES ATTRIBUTABLE OR RELATED TO THE SALE OR USE OF THE PRODUCTS (INCLUDING THE PROVISION OF ANY SERVICES INCLUDED THEREIN) UNDER THIS AGREEMENT OR ANY OTHER MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL IN NO EVENT EXCEED THAT PART OF THE PURCHASE PRICE APPLICABLE TO THE PRODUCTS WITH RESPECT TO WHICH SUCH DAMAGES ARE CLAIMED

5. **Third Party Products:** Products manufactured by a third party ("Third-Party Products") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Machinery, or be subject of services performed by Seller hereunder. Third-Party Products and any services performed by Seller with respect thereto, regardless of whether such Third-Party Products were purchased from Seller or from a third party, are not covered by the warranties set forth in Section 3. For the avoidance of doubt, SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THIRD-PARTY PRODUCTS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO ANY THIRD-PARTY PRODUCT OR ANY SERVICES PERFORMED BY SELLER WITH RESPECT THERETO, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. To the extent permissible, Seller shall pass through any warranty provided to Seller by the applicable third party with respect to such Third-Party Product. In addition, Buyer acknowledges that Seller is not responsible for consumables or media life or cost since these are expendable items, which are produced beyond the control of Seller.
6. **Prices:** The Purchase Price in this Quote is subject to change at any time without notice, prior to acceptance of offer, and orders calling for future delivery will be billed according to the price in effect at the time of delivery. Written Quotes automatically expire thirty (30) calendar days from the date issued and are subject to termination by notice within that period. This contract shall not be subject to price re-determination or similar governmental acts or regulations.
7. **Expenses.** To the extent such expenses are not included or accounted for in the Quote, Seller shall invoice and Buyer shall reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of any services provided in connection with the Machinery.
8. **Taxes:** Prices in this Quote do not include any taxes or charges of any nature imposed by any United States, state, or local governmental authority, which shall become payable by reason of sale, purchase, delivery, storage, processing, use consumption, or shipment of Machinery hereunder. All such taxes or charges shall be the obligation of the Buyer and may be billed to Buyer separately or added to the price of the Machinery shipped.
9. **Payment Terms:** Payment Terms are as specified in this Quote. Unless otherwise provided in Seller's Quote, all amounts payable hereunder shall be paid in United States dollars at the location indicated on Seller's invoice. Unless otherwise specified in the Quote, payment terms for service parts will be net seven (7) days. Payment terms for other Products will be as set forth in the Proposal. If payment is not received by Seller within seven (7) days of the date of Seller's invoice, Buyer shall pay to Seller late fees at the lesser of the rate of one and one-half percent (1.5%) per month or the applicable highest rate permissible under law, calculated daily and compounded monthly. After any payment is fourteen (14) days past due, Seller may, suspend all services and withhold all Machinery, materials, reports, data, drawings, and service without any further liability until all past due amounts are paid in full. Buyer shall reimburse Seller for all costs incurred in collecting any late payments and fees, including, without limitation, attorneys' fees. Buyer shall not withhold payment of any amounts due and payable hereunder by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's purported breach of this Agreement or otherwise. Sellers standard payment milestones are:
 - a. 50% of purchased price at time of order
 - b. 35% of purchased price upon Buyer approval of Concept Approval Drawing, which shall not be unreasonably withheld
 - c. 10% of Purchase Price upon Buyer approval of Factory Acceptance Test (FAT), which shall not be unreasonably withheld



- d. 5% of Purchase Price upon Buyer approval of Site Acceptance Test (SAT), which shall not be unreasonably withheld
10. **Changes:** After purchase orders are acknowledged by Seller, they are not subject to cancellation, change, reduction in amount, or suspension of delivery, except with Seller's written consent. No modification or alteration of the provisions hereof shall result from Seller's shipment of goods or materials following receipt of Buyer's purchase order, shipping order, or other forms containing provisions, terms, or conditions in addition to or in conflict with the provisions hereof. Change Requests ("ECR") are based on a deviation in scoped hardware, software, engineering, or performance. Seller reserves the right to revise the price and extend delivery in an amount commensurate to any changes caused by the Buyer to the specifications or drawings. All customer changes notices or requests are to be submitted in writing through Seller's standard engineering ECR process. Oral statements do not constitute a change request and shall not be relied upon. ECR Approval by the Buyer must be returned to Seller within two (2) business days after receipt. At the end of two (2) business days, if the ECR is not approved, Seller will proceed with the project with the understanding the requested change has been rejected. If ECR content is requested again after two (2) business days from receipt, a new ECR will be estimated and submitted for approval. ECRs that warrant a credit to Buyer will be deducted from the total PO amount. The credit will be amortized over remaining payment amounts owed by Buyer.
 11. **Cancellation:** Orders placed for Machinery covered by this Quote are not subject to cancellation, whole or in part, after Seller's acceptance, except with Seller's written consent and upon forfeiture of any and all deposits and/or advance payments to cover costs incurred by Seller to time of cancellation. Cancellation, if approved by Seller shall be subject to collection of any and all incurred costs up to the time of cancellation and shall include all engineering, project management, and programming hours at Seller's governing hourly rate. Seller shall also be entitled to collection of loss of profit from the project.
 12. **Returns.** No Products shall be returned for credit or refund without the prior written permission and shipping instructions from Seller.
 13. **Delivery:** Estimated time of delivery shall in every case be determined from the date of receipt of Buyer's full and final specifications, including any alterations or changes after the acceptance of the order by Seller and after advance payments, when required. Dates for delivery are approximate and Seller shall not be responsible for failure to make delivery on those exact dates, including as a result of any delays caused by the Buyer in fulfillment of their obligations under the Contract. Any delivery not in dispute shall be paid for regardless of other controversies related to other delivered or undelivered merchandise. Seller shall not be responsible or liable for losses or damages beyond Seller's reasonable control, including, but not limited to, Acts of God, the public enemy, war, riot, embargo, flood, drought, snowstorms, windstorm, earthquake, or other adverse wind, water, weather conditions or natural catastrophes, fire, explosion, accident, breakdowns, strikes, lockouts, or other troubles, shortages of labor, and ability to use and obtain raw material or other supplies or Machinery from regular sources or transportation of raw materials, other supplies or equipment, the delay or failure of such transportation or the action or request of any governmental authority or agency. Seller shall have no further duty to deliver to Buyer the Machinery which would have been delivered during the period of any such disability, and shall have the right, at its option, to cancel this contract or any part thereof without any resulting liability. In no case shall Seller be liable for loss of profits, or any special or consequential damages, on account of any delay in delivery, or non-delivery, whether or not excused hereby. If Buyer, for any reason, declines to receive said property ordered when tendered by Seller, any unpaid balance of the contract price shall, at once, become due and payable.
 14. **Shipping:** Free On Board (F.O.B.) Seller's facility: 5125 S Towne Dr. New Berlin, WI, 53151. Freight Collect.
 15. **Storage.** If Buyer fails to schedule a time to accept a shipment of Machinery within ten (10) days from Seller's notice that the Machinery is ready for shipment, Seller may charge Buyer reasonable storage charges for any delay in the shipment of such Machinery.
 16. **Acceptance:** The Machinery will be deemed accepted by the Buyer upon the earlier of (a) written acceptance, (b) 30 days after delivery if the Buyer has not notified Seller in writing of any deficiency in the Machinery, (c) commencement of beneficial use of the Machinery. Upon such acceptance, payment of any unpaid balance of the purchase price will be due. Payment in full shall also constitute acceptance and waiver of all claims other than claims relating to warranty or liens.
 17. **Separate Sales:** Each shipment of Machinery resulting from this Quote shall constitute a separate sale. Failure to make one or more deliveries shall not constitute cause for cancellation hereof by Buyer.



18. **Title; Risk of Loss; Security Interest:** Title to and risk of loss of all Machinery sold hereunder shall pass to Buyer upon Seller's delivery to carrier at point of shipment, regardless of whether Buyer pays all or any part of the freight. Buyer assumes all risks and liability for results arising out of loading, unloading, discharge, storage, handling and use of the Machinery, or arising out of compliance or non-compliance with federal, state, municipal or local laws and regulations with reference thereto. Seller shall have no liability for the failure of discharge, loading or unloading Machinery or materials used by Buyer, whether or not supplied by Seller. Until Purchaser has satisfied the payment terms with respect to purchased Machinery (including any late fees due and owing), Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Machinery, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest under this section constitutes a purchase money security interest under the Uniform Commercial Code, Article nine (9).
19. **Drawings and Prints:** This Quote is based upon tooling estimated in accordance with prints and parts submitted with Buyer's inquiry. Prints for each part must be submitted with all orders, and all prints must include Buyer's latest revisions.
20. **Copyright:** Copyright interests and drawings made by Seller or for Seller remains Seller's property whether drawn on its paper or not. Possession of such drawings by Buyer does not give Buyer the right to reproduce or publicly distribute drawings without Seller's permission.
21. **Software License** - Unless otherwise agreed in writing, if Seller or its agents develop product, then copyright and title in such developed product is vested in Seller. Any software or documentation delivered in connection with an order is delivered under a nonexclusive, non-transferable license to use and execute the same only in connection with the goods delivered hereunder. Buyer may not modify, reproduce, decompile, reverse engineer or transfer software or documentation without Seller or sellers prior written consent. Buyer agrees not to sublicense, rent, lease, sell or otherwise transfer the software or documentation except with our express written consent. Moreover, Buyer shall not obscure or cover any copyright notice, mask work notice or other proprietary legends placed on or embedded in the software or documentation or otherwise appearing in or on the goods. Buyer acknowledges and agrees that nothing herein gives it any right, title or interest in the software or documentation except for its limited express rights set forth above. Additionally, Buyer acknowledges and agrees that Seller maintains exclusive ownership of and to all aspects of design of the goods, and in and to the software and documentation, in all forms, all copies thereof, and all derivative works and compilations, including without limitation, any and all worldwide copyrights, patents, trade secrets, mask works and proprietary and confidential information rights associated therewith. Buyer may be required to enter into a separate license agreement which will supersede this section with regard to the subject of such license agreement. Licensed Products - All Software is sold subject to the terms and conditions of the relevant software license. In the event of any conflict between these Terms and Conditions and the terms of any Software License, the terms of the Software License shall prevail. It is the sole responsibility of the Client to comply with the terms and conditions of the Software License. Seller reserves the right to enable limited operation mode in software, Machinery software, operation rights, and management utilities to prevent unauthorized access and/or usage of the equipment.
22. **Tests:** Unless the Quote asserts otherwise, Machinery ordered without fixturing is subject to standard tests prior to delivery. Any other tests required and acceptable to Seller must be arranged at a reasonable time before the planned delivery date, and may be chargeable according to nature and duration. Machinery, standard or special, supplied with fixturing will be tested prior to shipment in the operation which they are required to perform, using a suitable alternative obtained on Buyer's behalf. A charge for these tests will either be included in tooling prices or stated separately in the Quote. Test pieces, components or work material supplied by Buyer to provide for testing must be in a condition suited to requirements of the operation concerned. Costs incurred by Seller in ensuring this condition will be chargeable to Buyer, as will all test pieces, components or work materials supplied by Seller on Buyer's behalf.
23. **Right of Inspection:** Buyer shall have the right to inspect the Machinery at Seller's plant immediately prior to shipment to Buyer. Buyer must give written notice to Seller of any claim for damages on account of condition, quality or grade of Machinery, and Buyer must specify the basis of the claim of Buyer in detail prior to Seller's delivery of Machinery to a common carrier for shipment to Buyer. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance of the Machinery by Buyer.
24. **Installation, Commissioning and Training of Buyer's Employees:** Unless otherwise stated in the Quote, the installation, training and commissioning support are not included in the quoted price.



25. **Compliance with OSHA:** It is Seller's intention to comply with the Federal Occupational Safety and Health Act of 1970 (the "Act"). It is Seller's policy to sell Machinery that is safe to operate without hazards to people and property. Seller is not able to certify that it is in total compliance with the Act whose meaning and application are unclear. Any specific requirements with which Buyer wishes Seller to comply may affect the design and price of the Machinery and will, in appropriate cases, be quoted as an additional cost.
26. **Seller's Right of Possession:** Seller shall have the right, in addition to all others it may possess, at any time, for credit reasons, or because of Buyer's default or defaults, to withhold shipments, in whole or in part, and to recall goods in transit, retake same, and repossess all goods which may be stored with Seller for Buyer's account, without the necessity of taking any other proceedings, and Buyer consents that all the merchandise so recalled, retaken, or repossessed shall become the absolute property of Seller, provided that Buyer is given full credit thereof. The foregoing shall not be construed as limiting, in any matter, any of the rights or remedies available to Seller because of any default of Buyer under the Uniform Commercial Code as in force and effect in the State of Wisconsin on the date of the signing of this agreement.
27. **Force Majeure.** In the event a party is prevented from performing any of its obligations under this Agreement by circumstances beyond its reasonable control occurring after the date hereof, including without limitation, fire, explosion, flood, drought, blackout, closure of borders, riots, sabotage, embargo, terrorism, war or other hostilities, domestic or foreign governmental acts or changes in law, accident, Machinery failure, inability in obtaining facilities or supplies, or labor dispute including a strike or lockout (each a "Force Majeure Event"), such party's obligations shall be temporarily suspended, without liability to the other party, to the extent of such inability to perform; provided, however that a party shall not be relieved of its obligation to make payments as and when due. A party affected by a Force Majeure Event shall give written notice to the other party of the occurrence of such Force Majeure Event as soon as commercially practicable.
28. **Specially Designed Equipment:** Any Machinery specially designed for this contract or for the production of goods to be sold pursuant to the sales order, shall be and shall remain the property of Seller. Any equipment, supplies, or material owned by and furnished by Buyer will be carefully handled and stored by Seller while in its possession. If for three consecutive years no orders acceptable to Seller are received from Buyer for products to be made with any such Machinery or material, Seller may, by written notice to Buyer, request it to make disposition thereof at Buyer's expense. If Buyer fails to comply with such notice within 60 days, Seller may make such use or disposition of said material or Machinery as it deems in its best interest without liability to Buyer.
29. **Time is of the Essence:** In interpreting the terms of any provision within this Quote, Time is of the Essence.
30. **Applicable Federal Laws:** Seller will comply with all federal laws and regulations issued pursuant to such laws, which govern Seller's performance hereunder.
31. **Governing Law:** All contracts resulting from this Quote shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.
32. **Patents:** If Machinery produced on Buyer's behalf and with Buyer's specifications, infringe, directly or indirectly, any patents in connection with which claims are made against the Seller, Buyer assumes full responsibility of everything done by Seller in producing Machinery, and agrees to indemnify and hold Seller free and harmless against and from any and all losses, including but not limited to, expenditures made or incurred for judgments, settlements, damages, costs, attorney's fees, investigation, litigation, negotiation, and any and all other losses and disbursements directly or indirectly related thereto.
33. **Indemnity:** As to such Machinery produced in accordance with Buyer's designs or specifications, Buyer shall indemnify, defend and hold Seller harmless from and against any and all loss, damages, liabilities, costs and/or expenses (including reasonable attorney's fees) of any kind or nature whatsoever on account of injuries to or death of any persons whomsoever, or on account of damage to any property whatsoever, arising out of or in any way connected with the use of such Machinery. In the event of any claim by a third party against Seller arising from any unauthorized use or copying of any software provided by Seller or any modification thereof without Seller's prior written consent or arising from any unauthorized use or copying, without the prior written authorization of the Seller, of any designs, drawings or prints produced by Seller or any duplication or reproduction or modification of Machinery designed by Seller for Buyer, Buyer will indemnify at its expense, and will indemnify and hold Seller harmless against any and all losses, claims, damages, liabilities, costs and expenses, including legal expenses and reasonable attorney's fees, arising out of such claim.



34. **Assignment:** Buyer may not assign this contract without Seller's written consent.
35. **Waiver:** Waiver by Seller of any breach of contract by Buyer shall not be construed as a waiver of any other breach by Buyer.
36. **Rights and Remedies of Seller:** Nothing in these terms and conditions shall be construed as to limit in any way the rights and remedies available to Seller under the Wisconsin Law. In the event Buyer cancels this purchase order at any time after issuance of the purchase order, in addition to all remedies under law, the Seller shall be entitled to all monies paid to the date of cancellation, and at a minimum the Buyer shall be obligated to reimburse the Seller for all engineering costs incurred to the time of cancellation and third party and component costs incurred or paid together with Seller's anticipated markup and projected profit. Seller shall be entitled to recover all costs, disbursements, and attorney's fees incurred in the enforcement of Seller's rights under this contract.
37. **Buyer Representations and Acceptance.** In executing the Contract, Buyer represents that:
 - Buyer has the necessary financial resources to fulfill its obligations under the Contract;
 - Buyer has reviewed and approved the entire Contract before execution;
 - The person signing the Contract on behalf of Buyer has the legal authority to do so and obligate Buyer to the full extent of the Contract, and Buyer accepts the obligations herein for and on behalf of all its affiliates and related entities who may use, possess or benefit from the Equipment;
 - Buyer agrees that the Machinery may be tendered by Seller in one or more Deliveries and the payment therefore may be apportioned and due for each such Delivery, and
 - Buyer is purchasing specialized goods that have been manufactured in part specifically for Buyer and in the event Buyer fails to perform its obligations under the Contract, Seller cannot readily resell the Machinery to another buyer, and therefore Buyer agrees that it may not cancel the Contract and Seller may seek to enforce Buyer's specific performance of the Contract.
38. **Buyers Acts or Omissions.** If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.
39. **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 Agreement is confidential and solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return or destroy all documents and other materials received from Seller. Seller shall be entitled to injunctive or other equitable relief for any violation of this Section 38. This Section 38 does not apply to information that is: (A) in the public domain; (B) known to Purchaser at the time of disclosure; or (C) rightfully obtained by Purchaser on a non-confidential basis from a third party.
40. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement 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.



Software License:

1. This is an agreement between Licensor (Seller) and Licensee (Buyer) who is being licensed to use the developed and deployed under the scope of this proposal.
2. Licensee acknowledges that this is only a limited nonexclusive license. Licensor is and remains the owner of all titles, rights, and interests in the Software.
3. This License permits Licensee to install the Software on more than one computer system, as long as the Software will not be used on more than one computer system simultaneously. Licensee will not make copies of the Software or allow copies of the Software to be made by others, unless authorized by this License Agreement. Licensee may make copies of the Software for backup purposes only.
4. This Software is subject to a limited warranty. Licensor warrants to Licensee that the physical medium on which this Software is distributed is free from defects in materials and workmanship under normal use, the Software will perform according to its printed documentation, and to the best of Licensor's knowledge Licensee's use of this Software according to the printed documentation is not an infringement of any third party's intellectual property rights. This limited warranty lasts for a period of 365 days after delivery. To the extent permitted by law, THE ABOVE-STATED LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, OR OF FITNESS FOR A PARTICULAR PURPOSE. No agent of Licensor is authorized to make any other warranties or to modify this limited warranty. Any action for breach of this limited warranty must be commenced within one year of the expiration of the warranty. Because some jurisdictions do not allow any limit on the length of an implied warranty, the above limitation may not apply to this Licensee. If the law does not allow disclaimer of implied warranties, then any implied warranty is limited to 365 days after delivery of the Software to Licensee. Licensee has specific legal rights pursuant to this warranty and, depending on Licensee's jurisdiction, may have additional rights.
5. In case of a breach of the Limited Warranty, Licensee's exclusive remedy is as follows: Licensee will return all copies of the Software to Licensor, at Licensee's cost, along with proof of purchase. (Licensee can obtain a step-by-step explanation of this procedure, including a return authorization code, by contacting Licensor at [5125 Towne Dr. New Berlin, WI 53151 (866) 243-2402].) At Licensor's option, Licensor will either send Licensee a replacement copy of the Software, at Licensor's expense, or issue a full refund.
6. Notwithstanding the foregoing, LICENSOR IS NOT LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, CONNECTED WITH OR RESULTING FROM THIS LICENSE AGREEMENT OR LICENSEE'S USE OF THIS SOFTWARE. Licensee's jurisdiction may not allow such a limitation of damages, so this limitation may not apply.
7. Licensee agrees to defend and indemnify Licensor and hold Licensor harmless from all claims, losses, damages, complaints, or expenses connected with or resulting from Licensee's business operations.
8. Licensor has the right to terminate this License Agreement and Licensee's right to use this Software upon any material breach by Licensee.
9. Licensee agrees to return to Licensor or to destroy all copies of the Software upon termination of the License.
10. This License Agreement is the entire and exclusive agreement between Licensor and Licensee regarding this Software. This License Agreement replaces and supersedes all prior negotiations, dealings, and agreements between Licensor and Licensee regarding this Software.
11. This License Agreement is governed by the law of Wisconsin applicable to Wisconsin contracts.
12. This License Agreement is valid without Licensor's signature. It becomes effective upon the earlier of Licensee's signature or Licensee's use of the Software.

Warranty does not include any (i) third party software, settings, content, data, or links installed or downloaded onto your Product at any time, or (ii) Manufacturer and third party services or enabling clients even if preinstalled by Manufacturer (please read the terms and conditions that may accompany the services as those will define your rights and obligations).