

Privoro Terms and Conditions

REVISION DATE: July 6, 2021

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BECAUSE THEY CONTAIN IMPORTANT INFORMATION CONCERNING YOUR RIGHTS AND OBLIGATIONS (AS WELL AS LIMITATIONS OR EXCLUSIONS) ARISING FROM YOUR PURCHASE, BORROWING, AND/OR USE OF PRIVORO'S PRODUCTS OR SERVICES.

1. YOUR ACCEPTANCE OF OUR TERMS

These terms and conditions ("Terms"), together with any other terms incorporated by reference into these Terms, apply to and govern your purchase, borrowing, or use of (a) our hardware products with embedded software, software products in executable code form, and the end-user documentation, and other related materials (collectively, the "Products") and (b) our non-professional services (collectively, the "Services"), that may be offered, sold, or loaned to you directly by Privoro, LLC (for itself and on behalf of its affiliates, collectively, "Privoro", "our" "we" or "us"), or indirectly through one of our authorized affiliates, distributors, or resellers.

By accepting delivery of a Product, submitting an Order (defined below), or opening a Product's packaging:

- You acknowledge and agree you have read and understand these Terms;
- You acknowledge and agree to be bound by and abide to these Terms;
- You acknowledge and agree you are entering into a binding, legal contract with Privoro;
- You acknowledge and agree that, if you purchase or borrow a Product or purchase Services on behalf of a company, you have the legal right and authority to bind the company to these Terms; and
- You acknowledge and agree that if any of your affiliates receives benefits under these Terms, you will be responsible for such affiliate's compliance with these Terms.

Please print these Terms for your records and save a copy electronically. If you do not agree with these Terms, you must notify us and return your Product in accordance with our return policy detailed below.

When we refer to "you" and "your", we are referring to you as (a) the original end-user purchaser of a Product or Service who purchases Products or Services sold directly from Privoro ("original purchaser"), (b) the final end-user

purchaser of the Product or Service who purchases its Product or Service indirectly from one of our authorized distributors or resellers ("indirect purchaser"), or (c) the original end-user borrower of the Product who borrows the Product directly from Privoro ("original borrower"), in each case, as may be applicable to you. Except for those terms under the heading "ORIGINAL PURCHASER TERMS" (which terms apply exclusively to an original purchaser), all terms and conditions contained in these Terms apply to original purchasers, indirect purchasers, and original borrowers. When we refer to "parties" or a "party", we are referring to you and Privoro, individually or collectively, as the context dictates.

2. CHANGES TO THESE TERMS

We may modify, amend, or supplement (each, a "Change" and collectively, the "Changes") these Terms at any time, and we'll notify you when we do. We may post notice of the Changes at privoro.com or we may notify you of the Changes by email or other methods available to us. Changes will not apply retroactively and will become effective immediately upon their publication or upon your notice of such Change. If you do not agree any Change or Changes, you should discontinue the exercise of any right or your receipt of benefits under these Terms. Your continued exercise of any right, receipt of a benefit, or performance as under these Terms will mean that you accept and agree to the Changes.

3. PERMITTED USES

You acknowledge and agree you are purchasing or borrowing a Product or Service exclusively for your ordinary, internal, and non-commercial business usage and not for any other purpose. Your sale, resale, or commercial exploitation of any Product or Service is strictly prohibited, and any unauthorized sale or resale does not convey any rights under these Terms to any unauthorized purchaser or user.

4. ORIGINAL PURCHASER TERMS

If you are an original purchaser of a Product or Service sold directly to you by Privoro, the terms below apply to you.

Purchases Are Final. Your purchase of a Product or Service is final, non-cancelable, and non-refundable, except as specified in the applicable cancellation policy and return policy set forth below.



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Orders and Cancellations. When you submit an order for the purchase of a Product or Service (each, an “Order”), that submission will be construed as your offer to purchase the Product or Service in accordance with these Terms and is subject to our subsequent acceptance. By submitting an order, you affirm you are of legal age to accept and agree to these Terms. If you submit an Order on behalf an organization or entity you affirm you have the legal right and authority to bind such organization or entity to these Terms.

While we make every effort to ensure our advertised Products and Services are available at the time you submit an Order, we cannot guarantee the ordered Product or Service will immediately be available for purchase, shipment, or delivery. We may reject your Order, without liability, if we are unable to accept, process, or fulfill the Order for any reason. If we reject your Order, we will refund any prior payment that we received for the rejected Order.

While we may acknowledge your Order in writing, this acknowledgement cannot be construed as our acceptance of your Order. Our acceptance of your Order will occur only when we charge your credit card or other payment for the ordered Product or Service, ship the Product to you, or otherwise fulfill your Order. Notwithstanding our acceptance of your Order, we reserve the right to cancel your Order for any reason (or no reason at all) in our sole discretion, in which case, we will credit or refund the purchase price to you for your Order and we may require additional verifications, credit checks, or other information from you before we fulfill your Order.

If and solely to the extent we deliver you a quote for Products or Services, then any Order received by us that results from such quote will be construed to incorporate by reference all the terms and conditions contained in such quote (each, a “Custom Order”).

If you notify us prior to shipment (and in no other circumstance) that you desire to cancel or reduce the quantity of an Order for one or more Products or Services, such Order may be cancelled or so modified, provided such Order is not a Custom Order. Custom Orders are not cancelable, refundable, or subject to reduction.

Product Price and Payment Terms. Prices payable for any Product or Service are those in effect at the time we accept your Order, unless otherwise expressly agreed to in writing by Privoro. Any prices, quotations, and descriptions that we make regarding any Product or Service are pre-sale notices only, are subject to availability, do not constitute an offer, and may be withdrawn or revised by us at any time prior to our express acceptance of your Order (as described in these Terms). We have the right at any time prior to our acceptance of your Order to revise prices for any Product or Service.

Payment for both the Product and shipment of the Product shall be made prior to delivery and by such methods as may be indicated by us (and not by any other means unless we agree otherwise in writing). We will charge credit or debit cards prior to shipment or other dispatch or delivery of the Product. We reserve the right to verify credit or debit card payments prior to Acceptance.

Unless otherwise specified, prices quoted are exclusive of: (i) the costs of shipping to the address you provide in an Order (“Delivery Address”); and (ii) value-added tax and any other tax or duty which must be added to the price payable where applicable. You agree to pay for taxes and shipping of the Product prior to shipment, as such costs may be estimated by us when you submit your Order. ALL SHIPPING INFORMATION SPECIFIED BY US FROM TIME TO TIME IS AN ESTIMATE ONLY AND SUBJECT TO CHANGE. WE RESERVE THE RIGHT TO REQUIRE THE COLLECTION OF ALL SHIPPING COSTS FROM YOU PRIOR TO SHIPMENT.

Terms of Delivery. It is our policy to deliver our Products and perform our Services only within those jurisdictions authorized by us (each, a “Distribution Territory”). Unless otherwise expressly agreed to in writing by Privoro, we will not fulfill any Order that provides for the shipment of Products or performance of Services in a jurisdiction that is located outside of the Distribution Territory. The Delivery Address you provide in an accepted Order must be a valid address within the Distribution Territory. If you desire to change the Delivery Address, we reserve the right to charge you for any extra costs arising from the change to the Delivery Address.

If we specify a delivery timeframe, the specified delivery timeframe is an estimate only. While we endeavor to meet specified delivery timeframes, we will not be liable to you for any delays or failure to dispatch or deliver the Product to you by a particular date. Title and risk of loss to any Product ordered by you will pass to you upon our delivery of the Product to a nationally recognized commercial carrier, such as FedEx or UPS, or, if no such carrier is used, upon our delivery of the Product to you.

Except to the extent required as a result of any mandatory rights you have as a consumer under applicable law (or as otherwise expressly provided in these Terms), you may not reject any purchased Products, in whole or in part, by reason of partial or incomplete delivery, unless you notify us in writing of such partial or incomplete delivery and return the nonconforming Products within 14 days following the earlier of (i) the date you receive our invoice for your Order, or (ii) the date the Product is delivered to you, and you return all nonconforming Products. Any Products delivered to you and not returned within such 14 day period must be paid in full in accordance with these Terms.



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5. RETURN POLICY

Unless a Product qualifies for a return in accordance with our return policy described below or our with our limited warranty set forth at www.privoro.com/legal (the “Limited Warranty”), which Limited Warranty is incorporated into these Terms by this reference and made a material part of these Terms, we have no obligation to authorize or accept the return of your Product. Except as provided below, you may return any Product purchased from us, for any reason, within fourteen (14) calendar days from the date you purchase the Product directly from Privoro or one of our authorized distributors or resellers, in each case, with proof of purchase required. Your dated sales receipt showing the date of purchase is your proof of purchase.

We will classify (in our sole discretion) a returned Product as (a) an unopened and undamaged return, (b) an opened and undamaged return, or (c) a return of a defective or damaged Product. Any shipping charges or service fees invoiced to you are and remain nonrefundable. Each authorized returned of a Product must be shipped to the address provided to you by our support team. To initiate a return, you must submit a support ticket to our support team, at privoro.com/support. Our support team will then provide you with additional information regarding the return shipping process and any applicable Disposal Fee that may be due and payable by you.

Unopened Return. We will accept your return of an Unopened Product (defined below) and refund your purchase price for such Product, if and only if you return the Product to us (postmarked or shipped) within fourteen (14) calendar days from the date of purchase. If we determine your returned Product does not qualify as an Unopened Product, we reserve the right to treat your returned Product as an Opened Return and you may be charged a fee if appropriate. For purposes of these Terms, “Unopened Product” means (i) the Product remains in its original packaging, (ii) the Product is undamaged, (iii) the shrink-wrap covering the Product’s packaging remains in-tact, and (iii) the Product’s packaging remains unopened; and (iv) all security and other verification seals remain sealed. If you break the seal or open the package, you can no longer return the Product as an Unopened Return.

Opened and Undamaged Return. All returns of an opened, but undamaged Product in accordance with this return policy are eligible for a refund of the purchase price for such Product if and only if we determine in our sole discretion that the Product remains in new or saleable condition, you return the Product to us (postmarked or shipped) within fourteen (14) calendar days from the date of purchase, and you make a payment to us in an amount equal to the disposal fee assessed against such return (“Disposal Fee”). We reserve the right

to deduct such Disposal Fee from the total purchase price we refund you. You agree, acknowledge, and understand that once a Product is opened, we cannot resell the Product as “new” and can only dispose or recycle the parts, and our Disposal Fee represents our losses in connection with such return. The amount of the Disposal Fee may vary by Product, but will be disclosed to you at the time you request the return of a Product in accordance with our return policy. Any charges that were applied for shipping or service fees are not refundable.

Damaged or Defective Products. Any Product that manifests defects in materials or workmanship or is otherwise damaged may be returned, repaired, or replaced solely in accordance with our limited warranty set forth at www.privoro.com/legal (the “Limited Warranty”), which Limited Warranty is incorporated into these Terms by this reference and made a material part of these Terms. If the Product was damaged by the carrier while in transit to you, as determined by Privoro in its sole discretion, then we will (i) replace the damaged Product or (ii) refund your purchase price for such Product, provided you return the Product to us (postmarked or shipped) within fourteen (14) calendar days from the date of purchase and you agree to assist and cooperate with Privoro in connection with any claim Privoro may pursue against such carrier, including (without limitation) the execution and delivery of any related documents and statements.

Territorial Limitations. Any repair, replacement, or support of the Products provided under the return policy and the Limited Warranty (or any other support service offered in our sole discretion), shall be restricted to, and provided solely within, the Distribution Territory as then in effect on the date the Product is delivered to you. If you purchase or borrow a Product within a defined Distribution Territory and later transport the Product outside of the Distribution Territory, Privoro does not provide returns, warranty, out-of-warranty, or aftermarket support of any kind outside the Distribution Territory.

6. BORROWED PRODUCTS

If you borrow one or more Products from Privoro, you agree to borrow and use that Product for the sole purpose of evaluating the Products for your potential purchase, and agree not to let any other person borrow or use the Products loaned to you by Privoro. Any Product that we loan you must be returned to Privoro in accordance with these Terms by the date identified by Privoro in writing (which includes e-mail).

If you borrowed Products from Privoro, you agree to return the Products to Privoro by the date identified by Privoro in writing (which includes e-mail). If no evaluation period is identified by Privoro, the evaluation period will expire thirty (30) days from the date the borrowed



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Products were delivered to you. If the borrowed Products are not received by Privoro by the applicable return date, you will be charged for (and must pay) the full purchase price of the borrowed Products, plus any of Privoro's shipping and handling charges. All borrowed Products returned to Privoro must be in the same working and physical condition as they each were in at the time the Products were loaned to you. All returns of borrowed Products must be complete with all manuals, cables, hardware bags, etc., just as they were received. If any borrowed Product is damaged due to inadequate packaging, you will be liable to Privoro for the amount necessary to restore the Product to such condition, or, if not restorable, the full purchase price of such Product. YOU SHOULD RETAIN THE ORIGINAL BOXES AND PACKAGING. WHILE SOME USAGE WEAR IS ACCEPTABLE, SCRATCHES, CHIPS, OR OTHER DAMAGE IS UNACCEPTABLE AND MAY RESULT IN CHARGES OF WHICH YOU REMAIN SOLELY LIABLE.

7. BETA PRODUCTS

From time to time, Company may develop one or more Products or Services in beta version (each, a "Beta Product"), which you may be invited to test. In the event you test a Beta Product, you will be deemed a "Beta User" for the purposes of these Terms. In consideration for receiving the right to use and access the Beta Product for testing, you agree to use the Beta Product in your daily operations so as to test the Beta Product's functionality, performance, and reliability. You agree to use the Beta Product in accordance with the provisions of these Terms and our Terms of Use, available at www.privoro.com/legal. At our request, you agree to provide feedback, which may include ideas for improvements and enhancements, about the features, performance, and reliability of the Beta Product ("Feedback") and all such Feedback is and will be exclusively owned by us. As a Beta User, you will assign and hereby assign to Privoro all of your right, title, and interest in, and we are free to use, without any attribution of compensation to you, any ideas, know-how, concepts, techniques, and all applicable intellectual property rights relating to the Feedback for any purpose whatsoever.

Beta User understands that, as a beta version, the Beta Product may contain "bugs," the Beta Product may cause delays in processing, and the Beta Product may not operate correctly and may either be modified prior to its first commercial shipment or withdrawn. Beta User understands the Beta Product is a prerelease product and will not function at the level of performance or compatibility that a final product (no longer in beta version) will function. We hereby disclaim all of our representations and warranties set forth in these Terms and otherwise relating to our Products that are no longer in beta version. The Beta Product is provided

"AS IS" without warranty of any kind, notwithstanding anything to the contrary contained in these Terms or otherwise. We hereby disclaim all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice. Without limiting the foregoing, we make no warranty of any kind that the Beta Product, or any products or results of the use thereof, will meet Beta User's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, systems, or other services, or be secure, accurate, complete, free of harmful code or error free. In no event shall we be liable (directly or indirectly) for any damages whatsoever arising out of the use of or inability to use the Beta Product, even if we have been advised of the possibility of such damages. The entire risk arising out of the use or performance of the Beta Product remains with Beta User.

Beta User agrees that the Beta Product is the sole property of Privoro and includes our valuable trade secrets. Beta User agrees to treat the Beta Product as confidential and will not, without our express written authorization, disclose any Feedback, information about the Beta Product, its design and performance, specifications, its code and the existence of the beta test and its results to anyone other than the employees and agents of Beta User who are performing the testing and who shall be subject to the non-disclosure restrictions contained herein this Agreement. Beta User agrees not to copy any portion of the Beta Product or documentation or to reverse engineer, modify, copy, create derivative works based on, decompile, disassemble, sell, sublicense, market, interfere with or disrupt the performance of, or use any of the Beta Product components separately from, the Beta Product.

8. DISCLAIMER

Except as expressly provided in the Limited Warranty and as otherwise permitted by applicable law, you acknowledge and agree that the Products are provided to you on an "as is" basis, without any warranty of any kind. All warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of any third party right with respect to the Products or any Services are expressly disclaimed to the fullest extent permitted by law. Refer to our Limited Warranty set forth at www.privoro.com/legal or the documentation received with your Products for product warranty information.

No warranty or representation is given that the functions of a Product or Service will meet your requirements, that the operation of the Product will be uninterrupted or error-free, or that any defects in the Products will be corrected. Furthermore, no warranty or representation



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is given regarding the use or the results of the use of the Products or the adequacy of the Products. No oral or written information or advice given by any person or entity shall create a warranty or representation or in any way increase the scope of any warranty offered by us. Some states or jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you.

9. OWNERSHIP

You acknowledge and agree that Privoro is and remains the sole and exclusive owner of any and all intellectual property in, to, under, or with respect to the Products and Services. You further agree that nothing in these Terms shall be construed as granting any rights to you, whether by license, implication, estoppel, or otherwise, in, under, or with respect to, any patent, copyright, or other intellectual property or other proprietary rights of Privoro. You shall not perform any act or omit to perform an act that interferes with or encumbers the intellectual property or other proprietary rights of Privoro. In no event shall you be permitted to copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the Product or any part thereof. You may not make the Product available for access or use by any other person or entity, including but not limited to acting as a service bureau. All components of the Product are provided as part of a bundle and may not be separated from the bundle and distributed as standalone products.

10. LIMITATIONS OF LIABILITY

THE LIMITED WARRANTY SET FORTH ABOVE IS THE COMPLETE WARRANTY FOR THE PRODUCTS AND STATES YOUR EXCLUSIVE REMEDIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT WE WERE AWARE OR ADVISED OF THE POSSIBILITY OF DAMAGES, AND WHETHER OR NOT ANY REMEDY PROVIDED HEREIN FAIL THEIR ESSENTIAL PURPOSE, OUR AGGREGATE LIABILITY (WHETHER FOR BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY) SHALL IN NO CIRCUMSTANCE EXCEED THE COST OF THE PRODUCT OR SERVICE YOU PURCHASED OR PRODUCT YOU BORROWED; AND IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, FORESEEABLE, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, OR COST OF COVER. OUR LIABILITY SHALL IN NO CIRCUMSTANCE EXTEND TO ANY UNAUTHORIZED USE OF THE PRODUCT OR SERVICE.

11. PRODUCT SPECIFICATIONS

THE PRODUCT IS TO BE USED SOLELY FOR YOUR OWN INTERNAL USE, AND NOT FOR RESALE OR EXPORT, AND AS DEMONSTRATED AND INTENDED, AND IN ACCORDANCE WITH, ITS AUTHORIZED OR ACCOMPANYING INSTRUCTION MATERIALS. WE SHALL BEAR NO RESPONSIBILITY FOR ANY INCIDENTS OR INJURIES ARISING FROM ANY UNAUTHORIZED USE OF THE PRODUCT. ALL PRODUCT SPECIFICATIONS, ILLUSTRATIONS, DRAWINGS, PARTICULARS, DIMENSIONS, PERFORMANCE DATA AND OTHER INFORMATION MADE AVAILABLE BY US ARE INTENDED TO REPRESENT NO MORE THAN A GENERAL ILLUSTRATION OF THE PRODUCT AND ITS FEATURES AND DO NOT CONSTITUTE A WARRANTY OR REPRESENTATION BY US THAT THE PRODUCT WILL CONFORM WITH THE SAME. YOU UNDERSTAND AND ACCEPT THAT ALL REPRESENTATIONS OR IMAGES OF OUR PRODUCTS MADE AVAILABLE BY US ARE OF A PRELIMINARY NATURE AND THESE ITEMS ARE INTENDED TO SERVE AS REPRESENTATIVE RENDERINGS AND ARE SUBJECT TO CHANGE. THE FINISHED PRODUCT DELIVERED TO YOU MAY VARY SIGNIFICANTLY IN APPEARANCE, DIMENSIONS, AND/OR WEIGHT.

You are prohibited from rebranding or attempting to pass the Product off as originating from any source other than Privoro.

12. REGULATORY CONSENTS, CUSTOMS DUTIES AND EXPORT

If any license or consent of any government or other authority is required for the acquisition, carriage, or use of the Product by you in any part of the Distribution Territory, you shall obtain such license or consent at your own expense and, if necessary, produce evidence of the same to us on demand. Any additional expenses or charges incurred by us resulting from such failure shall be met by you.

You acknowledge and agree that the Products and any other items delivered to you under these Terms are subject to applicable export control and trade sanctions laws, regulations and requirements of the United States and other applicable jurisdictions (collectively referred to as "Export Control and Trade Sanctions Rules"). Applicable U.S. laws, regulations and requirements include, without limitation, the Export Administration Regulations (EAR, 15 CFR Part 730 et seq.) administered by the U.S. Department of Commerce's Bureau of Industry and Security as well as the trade sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control (31 CFR Part 500 et seq.). You represent and warrant that you are not



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included in any of the restricted persons lists maintained by the U.S. Government, including but not limited to the Denied Persons List, Unverified List, Entity List, Specially Designated Nationals Lists, Debarred List and Non-proliferation Sanctions, or other similar lists maintained by other applicable jurisdictions. You shall comply with the Export Control and Trade Sanctions Rules, and you agree that you alone are responsible for ensuring your compliance with Export Control and Trade Sanctions Rules. In particular, but without limitation to the foregoing, you will not, and will obtain assurances that none of your affiliates, employees, contractors, agents or users will not, use, sell, resell, export, re-export, import, dispose of, disclose or otherwise deal with the Products or other items provided under these Terms directly or indirectly, to any country, destination or person without first obtaining any required export license or other governmental, legislative or regulatory approval, and completing such formalities as may be required by Export Control and Trade Sanctions Rules. You shall not do anything which would cause Privoro to be in violation of the Export Control and Trade Sanctions Rules. You shall collect, maintain and make available to Privoro all records identified in Title 15 of the US Code of Federal Regulations Part 762 related to or arising from the subject matter of this Agreement (“Export Records”) coming into your possession or the possession of your affiliates employees, contractors, agents, or users. You represent and warrant to Privoro that you comply with the recordkeeping requirements in the Export Control and Trade Sanctions Rules, including those in Title 15 of the US Code of Federal Regulations Part 762. Upon ten business days’ notice, or as soon as practicable if required sooner by a government or regulatory official request, you shall provide Privoro with electronic copies (unless in a format as otherwise agreed by the parties) of all Export Records. You shall protect, defend, indemnify and hold harmless Privoro, its shareholders, members, directors, officers, employees and agents from any fines, damages, costs, losses, liabilities, fees, penalties, claims and expenses (including legal fees and expenses) incurred by Privoro as a result of the failure of your or your affiliates, agents, officers, directors, employees, or users to comply with this Section. Your failure to comply with any part of this Section shall constitute a material breach of these Terms.

You may be subject to customs charges, import duties, and taxes, which are levied when the Product reaches your specified destination. Any such additional charges for customs clearance or import duties or taxes must be met, paid, and satisfied by you. You should contact the local customs office in the relevant jurisdiction for further information on customs policies or duties.

13. CLASS ACTION WAIVER

YOU AGREE THAT DISPUTES BETWEEN YOU AND PRIVORO WILL BE RESOLVED IN ACCORDANCE WITH THESE TERMS AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION LAWSUIT, OR CLASS OR COLLECTIVE ARBITRATION.

14. INDEMNIFICATION

YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED IN ACCORDANCE WITH THESE TERMS OF USE AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION LAWSUIT, OR CLASS OR COLLECTIVE ARBITRATION.

15. INDEMNIFICATION

You agree to indemnify, defend and hold harmless, Privoro, its affiliates, distributors, fulfillers, and each of their respective officers, directors, employees, agents, licensors, representatives, and third party providers from and against all losses, expenses, damages and costs, including reasonable attorneys’ fees, resulting from any violation of these Terms by you. Privoro reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with Privoro in asserting any available defenses.

16. GENERAL TERMS

We will neither be liable or responsible to you, nor held in breach or default under these Terms (or any other agreement) for any loss or damage which may be suffered as a direct or indirect result of us being prevented, hindered, or delayed in our performance under these Terms due to the occurrence of any circumstance beyond our reasonable control including, without limitation, any act of God (including without limitation, fire, flood, storm, pandemic), war, riot, civil commotion or disturbance, government action, embargoes, explosion, accident, strike, lock-out, trade dispute or labor disturbance, breakdown of plant or machinery, or interruption in the supply of power or materials, and in such event we may elect (in our sole discretion) to cancel your order and refund any payments you may have made.

You acknowledge these Terms supersede and cancel all previous contracts, agreements and working arrangements whether oral or written, express or implied, regarding the subject matter hereof, between you and Privoro. These Terms prevail over any other terms or conditions contained in or referred to elsewhere or implied by trade, custom, or course of dealing. Any



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purported terms or conditions to the contrary are hereby excluded to the fullest extent legally permitted.

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing and/or signed. You waive any right to raise any defense or waiver based upon execution of these Terms by electronic means or maintenance of these Terms electronically.

No waiver of any term or condition under these Terms shall be effective unless made in a writing signed by us. The waiver of any breach of any Term shall not be construed as a waiver of any subsequent breach or condition.

The construction validity and performance of these Terms shall be governed exclusively by the federal law or laws of the State of Arizona, as applicable, without regard to any choice of law provision that would compel the application of any other law. Any disputes under this Agreement shall be brought exclusively in the state courts and the federal courts located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of these courts.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

We may assign, transfer, or otherwise delegate our rights and obligations under these Terms, in whole or in part, at any time without notice to you. You may not assign these Terms, or transfer any rights or license sold hereunder.