



LASER THERMAL

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

THESE PURCHASE ORDER STANDARD TERMS AND CONDITIONS (“**Terms and Conditions**”) ARE INCORPORATED BY REFERENCE INTO THE APPLICABLE QUOTE, PURCHASE ORDER, OR RELATED DOCUMENT AND CONSTITUTE A BINDING AGREEMENT BETWEEN LASER THERMAL ANALYSIS, INC. (“**Laser Thermal**”), AND THE PARTY IDENTIFIED ON THE PURCHASE ORDER (“**Customer**”) (EACH A “**Party**” AND COLLECTIVELY, THE “**Parties**”), WITH RESPECT TO THE PURCHASE OF LASER THERMAL’S PROPRIETARY FIBER-OPTIC-BASED STEADY-STATE THERMOREFLECTANCE TOOL (“**SSTR-F**”) WITH LASER THERMAL’S PROPRIETARY INSTALLED SOFTWARE AND/OR FIRMWARE EMBODIED WITHIN LASER THERMAL’S SSTR-F (THE “**Product**” OR “**Products**”) AND RELATED PROFESSIONAL SERVICES (IF ANY) (“**Services**”) SET FORTH IN AN EXECUTED PURCHASE ORDER (“**Order**”).

1. BINDING TERMS. All sales are subject and limited to, and conditioned upon, these Terms and Conditions. No variations to these Terms and Conditions shall be binding on Laser Thermal unless contained in a writing signed by an officer of Laser Thermal. Therefore, any terms proposed by Customer that add to, vary from or conflict with these Terms and Conditions, including without limitation, any preprinted terms and conditions provided by Customer, are hereby expressly rejected and shall not apply unless agreed to in a writing signed by an officer of Laser Thermal. This Agreement (including the Order and these Terms and Conditions) constitutes the complete and final agreement between the parties with respect to the sale of the Products and any Services hereunder, and supersedes any and all prior and contemporaneous oral or written communications relating thereto. To the extent that any Order terms conflict with any provision of these Terms and Conditions, the latter shall prevail unless the Order specifically refers to such provision.

2. SCOPE OF USE. Customer may only use the Products for its own internal business purposes in assessing the thermal properties of certain materials, including thermal conductivity of materials (the “**Authorized Use**”). For clarity, Customer may not use the Products for any commercial purpose, including, but not limited to, making, having made, exporting, selling or offering to sell, distributing or otherwise providing the Products to any third party, irrespective of whether Customer receives any monetary or non-monetary consideration. Customer acknowledges and agrees that Customer’s breach of this Section would result in immediate and irreparable harm to Laser Thermal for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

3. PURCHASE; SUPPLY. From time to time, Customer may place Orders. If Laser Thermal expressly accepts the Order in writing (including via electronic communication), Laser Thermal will provide Products and/or Services in accordance with these Terms and Conditions and such Order. For the avoidance of doubt, Laser Thermal shall be under no obligation to supply any Products or Services under an Order until accepted by Laser Thermal.

4. CHANGES. Except as set forth herein, Orders may be changed or amended only pursuant to a writing signed by both Customer and Laser Thermal setting forth the changes to be made. Customer may not cancel an Order unless Laser Thermal agrees to such cancellation in writing. In such event, Customer shall pay all storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on Laser Thermal by its suppliers, and any other costs resulting from such cancellation, all as invoiced to Customer by Laser Thermal.

5. DELIVERY; TITLE AND RISK OF LOSS. Products will be shipped in Laser Thermal standard shipping crates marked for shipment to the Customer address specified in the relevant Order. Laser Thermal Product(s) will be delivered EXW [INCOTERMS 2020] Laser Thermal factory unless otherwise stated by Laser Thermal in writing. Title to and risk of loss of the Products shall pass to Customer when made available to Customer at the Laser Thermal factory. Customer shall pay all taxes, freight, insurance, brokerage, handling, shipping, installation and other expenses, as well as any special packing expenses, whether or not stated on the Order. Unless given written instruction, Laser Thermal shall select the carrier. Laser Thermal shall not be liable for damages or penalty for delay in delivery or for failure to give notice of any delay, and the carrier shall not be deemed to be an agent of Laser Thermal. Laser Thermal shall use commercially reasonable efforts to meet the delivery dates in the Order; provided, however, late delivery shall not be deemed a breach of these Terms and Conditions and Laser Thermal shall have no liability for the delay. Laser Thermal reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for individually, without regard to subsequent deliveries. Delay in delivery of any Order or installment shall not relieve Customer of its obligation to accept it or any remaining deliveries. Customer grants to Laser Thermal a security interest in the items sold hereunder to secure the payment when due by Customer of the purchase price and the performance by Customer of its other obligations hereunder. Customer authorizes Laser Thermal to file any financing statement deemed necessary or desirable by Laser Thermal to perfect its security interest in the items sold. Failure by Customer to pay the purchase price when due, or otherwise to perform under

these Terms and Conditions, shall give Laser Thermal the unlimited right, without liability, to take possession of the Products and Licensed Software, with or without notice, and to have all of the remedies of a secured party under applicable law in addition to and not exclusive of other rights and remedies available to Laser Thermal under applicable law. The security interest shall remain with Laser Thermal, at Customer's risk, until the purchase price and all other amounts payable by Customer hereunder have been paid.

6. ACCEPTANCE. Within seven (7) days after installation of Products at Customer's site(s), Customer shall inspect the Products for shortages, defects and damage, and shall notify Laser Thermal in writing of any claims. In the event of a claim, Customer shall hold the Products pending Laser Thermal's written instructions concerning disposition. Customer will, within such seven (7) day inspection period and upon Laser Thermal's prior written authorization, return such defective Products to Laser Thermal in accordance with Laser Thermal's instructions, freight prepaid, in the same condition as delivered and with a description of such defect. Title to the Products and risk of loss or damage with respect to the Products will remain with Customer unless and until Laser Thermal confirms the defect, at which time Laser Thermal will, at Laser Thermal's option, either repair or replace such defective Products. Customer shall then have another seven (7) days after receipt of the repaired or replaced Products to inspect the Products for shortages, defects and damage, and shall notify Laser Thermal in writing of any claims in accordance with the foregoing process. If Customer fails to notify Laser Thermal of such a claim in writing within such seven (7) day period, the Products shall conclusively be deemed to conform to the Terms and Conditions hereof and to have been irrevocably accepted by Customer in the condition in which they were received by Customer.

7. PRICING; PAYMENT. Payments shall be made in accordance with the payment schedule set forth on the Order. If Customer defaults in the payment of the purchase price or other terms of an Order, Laser Thermal may defer delivery, cancel such Order, or sell the Products on hand and apply the proceeds against the contract price. Customer shall pay any balance to Laser Thermal on demand. Customer shall pay all costs, including, without limitation, reasonable attorney and accounting fees and other expenses of collection resulting from any default by Customer in any of the terms hereof. A late payment penalty of 1.5% per month shall accrue on delinquent amounts until paid in full.

8. TAXES. Exclusive of and in addition to the prices quoted for Products hereunder, Customer shall pay any tax, customs duty, fee, assessment, or charge imposed by any governmental authority on or measured by the sales or other transactions covered herein, and Customer shall reimburse Laser Thermal for any payment by Laser Thermal thereof upon demand.

9. PRICING. Prices and fees set forth on the Order shown are in U.S. dollars. Customer shall remit payment in U.S. currency.

10. SOFTWARE LICENSE. Subject to these Terms and Conditions, Laser Thermal hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, right and

license to install and operate the Laser Thermal software only in conjunction with the Authorized Use of the Products ("**Licensed Software**"), on up to the number of instances identified on an Order.

11. EMBEDDED SOFTWARE. The Products may include software or firmware incorporated into or provided in connection with such Products ("**Embedded Software**"). Subject to these Terms and Conditions, Laser Thermal hereby grants Customer a limited, non-exclusive license to use the Embedded Software solely as and to the extent embedded or otherwise incorporated into the Product, solely in object code form and solely in accordance with any instructions from Laser Thermal regarding the use of such Product. The Embedded Software is licensed not sold. Such software license is personal to Customer, is non-assignable and terminates in the event that Customer returns or otherwise disposes of the Product.

12. MAINTENANCE. Laser Thermal shall provide maintenance and support services for the Products and Licensed Software, to the extent ordered in an Order in accordance with the then-current terms of the Maintenance and Support Terms and Conditions (the "**Support Terms**") available at www.lasertthermal.com.

13. ADDITIONAL SERVICES. At Customer's request, Laser Thermal may, at its option and subject to payment of the fees mutually agreed upon by the Parties in writing (the "**Additional Service Fees**"), perform any Services purchased by Customer under the Order.

14. INTELLECTUAL PROPERTY RIGHTS. Laser Thermal retains all intellectual property rights covering or embodied in the Products and related software (including Licensed Software and Embedded Software). All intellectual property rights not expressly granted to Customer are expressly reserved by Laser Thermal. Except with respect to the Licensed Software license granted in Section 10 and the Embedded Software license granted in Section 11 Customer receives no right or license, by implication, estoppel or otherwise, to any software, technology or intellectual property rights not embodied in the Products.

15. FEEDBACK. If Customer provides comments, suggestions or other feedback to Laser Thermal regarding the Products or Services ("**Feedback**"), Customer hereby grants to Laser Thermal a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use such Feedback to improve and enhance its products and services.

16. CONFIDENTIAL INFORMATION. Customer shall (i) treat as "**Confidential Information**" of Laser Thermal any non-public information received or learned by Customer hereunder or otherwise received or learned from Laser Thermal, including information regarding the non-public aspects of the Products, Licensed Software, and Embedded Software and Laser Thermal's business plans (including pricing), technology and technology roadmap, (ii) protect such information from disclosure using at least the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care), and (iii) not use or disclose such information other than as expressly authorized by Laser Thermal in writing.

17. RESTRICTIONS. Customer agrees not to, nor permit any third party to: (i) reverse-engineer the Products, Licensed

Software, Embedded Software, or any part thereof; (ii) disassemble any Product; (iii) decompile, disassemble or otherwise attempt to derive the source code or logic underlying any Products, Licensed Software, or Embedded Software; (iv) copy or make any reproduction of any Products, Licensed Software, or Embedded Software in whole or in part through mechanical or other means; (v) alter or otherwise modify any Licensed Software or Embedded Software in any Product; or (vi) use any Product, Licensed Software, or Embedded Software in any manner other than for the Authorized Use and in accordance with the relevant documentation provided by Laser Thermal with the Product. Customer also agrees not to sell, resell, or transfer the Products, Licensed Software, or Embedded Software to any third party without Laser Thermal's prior written consent.

18. LIMITED WARRANTY AND DISCLAIMERS.

(a) Laser Thermal warrants to Customer for a period of twelve (12) months from the date of shipment of a Product to Customer (the "Standard Warranty Period") that Customer will not be prevented from taking data with the Product due to a malfunction in the Product. Laser Thermal's warranties are conditioned upon: (i) Customer's compliance with these Terms and Conditions; (ii) installation, maintenance and normal use in conformity with specifications, the Authorized Use and adherence to other instructions furnished by Laser Thermal, (iii) no use of the Products in a manner or purpose for which it was not designed or intended by Laser Thermal; (iv) no labels or tamper mechanism having been removed; and (v) the Products not having been subjected to misuse, neglect or accident, or to alteration, improper installation, repair, improper testing, corrosion, ordinary wear and tear or use with items not supplied by Laser Thermal in any respect which, in the judgment of Laser Thermal, adversely affects the condition or operation of the Products. Laser Thermal's sole responsibility is to repair or replace, at its option, any part of the Product(s) that does not conform to this warranty during this warranty period. Repaired or replaced Products are subject to the applicable warranty for the longer of the period remaining (if any) in the warranty period of the original Product or thirty (30) days from Customer's receipt of such replaced Products. All warranty returns must be authorized in writing and provided a return material authorization number in advance by Laser Thermal. Return shipping, handling, and insurance costs are the responsibility of Customer and are non-refundable. This warranty does not include routine maintenance or service procedures, shipping damage, nor damage from natural disasters or acts of God.

(b) Customer's sole and exclusive remedy for any breach of the warranty in Section 18(a) is repair or replacement of the non-conforming Product or refund of the actual purchase price, at the sole option of Laser Thermal, provided that (i) all warranty claims must be made in a written statement that includes a detailed explanation of any alleged deficiencies and is received by Laser Thermal within ten (10) days of the date the defect was discovered (the "Notification Period"), (ii) Laser Thermal's examination establishes that the Product does not conform to the warranty, and (iii) Customer provides Laser Thermal, as requested by Laser Thermal in Laser Thermal's sole discretion, with access to the installed Product and/or a

Customer engineer who can perform tests and error checking on the Product under Laser Thermal's remote guidance, for purposes of examination and/or repair of the Product. Any claims not made within the Notification Period shall be deemed waived by Customer. Laser Thermal is not responsible for any additional costs of repair caused by poor packaging or in-shipment damage during return.

(c) EXCEPT AS SET FORTH ABOVE, THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND LASER THERMAL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND LIABILITY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. LASER THERMAL DOES NOT WARRANT THAT THE PRODUCTS OR SOFTWARE FURNISHED TO CUSTOMER HEREUNDER WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF THE PRODUCTS OR SOFTWARE, INCLUDING ANY MAINTENANCE OR MAJOR RELEASES THERETO WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED.

(d) In the event that Customer purchases an extended warranty for a Product, the warranty set forth above in this Section 18 for such Product shall continue to apply after the Standard Warranty Period for the extended warranty period set forth in the Order. For avoidance of doubt, such extended warranty shall not include any labor, travel or other maintenance and support services set forth in the Support Terms referred to in Section 12.

19. INDEMNIFICATION.

(a) Customer shall: (a) defend Laser Thermal against any third party demand or claim made against Laser Thermal resulting from Customer's use of the Products or Licensed Software other than in accordance with these Terms and Conditions; and (b) indemnify and hold harmless Laser Thermal for any amounts finally awarded against or imposed upon Laser Thermal by the court (or otherwise agreed in settlement) under such claim, as well as for any out-of-pocket legal expenses (including reasonable attorney's fees) reasonably incurred by Laser Thermal.

(b) Laser Thermal shall: (a) defend Customer against any third party demand or claim made against Laser Thermal that Customer's use of the Products or Licensed Software in accordance with these Terms and Conditions infringes upon such third party's intellectual property rights in the United States, European Union or United Kingdom; and (b) indemnify and hold harmless Customer for any amounts finally awarded against or imposed upon Customer by the court (or otherwise agreed in settlement) under such claim, as well as for any out-of-pocket legal expenses (including reasonable attorney's fees) reasonably incurred by Customer. For clarity, this indemnification obligation shall not apply to the extent any claim is directly or indirectly attributable to the absence of any of the conditions specified in Section 17(a)(i) to (vi).

(c) The indemnified party will: (i) provide the indemnifying party with prompt written notice upon becoming aware of any third party claim subject to indemnification, (ii) reasonably cooperate with the indemnifying party in the defense of any such claim (at the indemnifying party's expense) and (iii) provide the indemnifying party with sole and exclusive control of the defense and settlement of any such claim, provided that the indemnifying party will not settle any claim admitting liability or fault of or imposing duties of performance or payment upon any indemnified party without the indemnified party's prior written consent, not to be unreasonably withheld, conditioned or delayed.

20. LIMITATIONS OF LIABILITY. EXCEPT FOR LIABILITY ARISING FROM A BREACH OF INDEMNIFICATION OBLIGATIONS OR BREACHES OF CONFIDENTIALITY, LASER THERMAL SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM THE SALE, DELIVERY, USE, MAINTENANCE, MAINTENANCE AND SUPPORT SERVICE, OR DEFECT OF THE PRODUCTS, LICENSED SOFTWARE OR EMBEDDED SOFTWARE, EVEN IF LASER THERMAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. LASER THERMAL'S AGGREGATE LIABILITY FOR DAMAGES HEREUNDER (INCLUDING IN CONNECTION WITH THE SERVICES REFERRED TO IN SECTIONS 12 AND 13), WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PARTICULAR PRODUCT, LICENSED SOFTWARE OR SERVICE INVOLVED.

21. ACKNOWLEDGMENT. Customer agrees to act as an account reference for Laser Thermal. Additionally, Customer grants Laser Thermal a non-exclusive license to use of Customer's logo, on website and marketing and promotional materials. Customer agrees to participate in one Product focus group or customer satisfaction survey or case study per annum. Customer shall receive prior notification of identified marketing and promotional activities.

22. FORCE MAJEURE. Laser Thermal shall not be liable for any delays or other failure to perform hereunder due to any cause beyond Laser Thermal's reasonable control, including, without limitation, acts of Customer, governmental actions, laws or regulation, fire, explosion, accident, theft, vandalism, riot, acts of war, epidemics, pandemics, enforced shutdown, strikes or other labor difficulties, lightning, flood, tornado, windstorm or other acts of God, transportation delays, or inability to obtain necessary, fuel, materials, supplies or power at current prices.

23. NO WAIVER. No failure or delay on the part of any party in exercising any right or remedy under these Terms and Conditions shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing, and shall be valid only in the specific instance in which given.

24. REMEDIES. All rights and remedies hereunder are cumulative and are in addition to any other rights and remedies

Laser Thermal may have at law or in equity. Customer acknowledges and agrees that Customer's breach of Sections 2 (Scope of Use), 10 (Software License), 11 (Embedded Software), 16 (Confidential Information) or 17 (Restrictions) would result in immediate and irreparable harm to Laser Thermal for which monetary damages would be an inadequate remedy, and that in such event, Laser Thermal shall have the right to seek immediate injunctive relief.

25. VALIDITY. If any provision of these Terms and Conditions shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

26. RELATIONSHIP OF THE PARTIES. The Parties hereto are and shall remain independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture or agency relationship between the Parties. Neither Party shall have the right to obligate or bind the other Party in any manner to any third party.

27. ASSIGNMENT. Customer may not assign any of its rights or delegate any of its duties under these Terms and Conditions without the prior written consent of Laser Thermal and any unauthorized assignment shall be null and void. These Terms and Conditions shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and permitted assigns.

28. NOTICE. Any notices required to be given hereunder shall be sent in writing to the address of each party as set forth on the applicable Order, and shall be sent by registered or certified mail or by an overnight courier service. Notices shall be effective upon receipt.

29. COUNTERPARTS. The Order may be executed in more than one counterpart, each of which constitutes an original and all of which together shall constitute one enforceable agreement.

30. GOVERNING LAW; JURISDICTION. All disputes as to the legality, interpretation, application, or performance of this order or any of its terms and conditions shall be governed by the laws of the Commonwealth of Virginia, regardless of its or any other jurisdiction's choice of law principles. Customer submits to the exclusive personal jurisdiction of the state and federal courts located in the Commonwealth of Virginia for any such action, agrees that such courts provide a convenient forum for any such action, and waives any objections or challenges to venue with respect to such courts.

31. EXPORT CONTROLS. The Parties shall comply fully with all relevant export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders ("Export Controls"). Customer agrees that it shall not export, directly or indirectly, re-export, divert or transfer the Products or any related technical information or material thereof, to any destination, or person or entity restricted or prohibited by Export Controls, and Customer represents that it is not such a person.

32. ENTIRE AGREEMENT. These Terms and Conditions, including the Order, and any related documents (such as the applicable Maintenance or Extended Warranty Agreements), constitute the entire agreement between the Parties with respect

to the subject matter contained herein, superseding all purchase orders or previous agreements pertaining to such subject matter, and these Terms and Conditions may be modified only by an amendment executed in writing by authorized representatives of both Parties hereto. All prior agreements, representations, statements, negotiations, understandings, and undertakings are superseded hereby.

[END OF TERMS AND CONDITIONS]