

CHEMSTAR WATER TERMS AND CONDITIONS

These Terms and Conditions ("Terms and Conditions") govern all services (e.g., installation and/or maintenance of water treatment systems, etc.; "Services") supplies, materials and other goods (e.g., treatment chemicals, etc.; "Goods"), and Equipment (defined in Section 17(C)) furnished by International Chemstar Incorporated d/b/a Chemstar Water ("CHEMSTAR") to the customer ordering same ("Customer"), and are incorporated into all Customer orders accepted by CHEMSTAR in writing ("Order"). All Services, Goods and Equipment are conditioned upon these Terms and Conditions; no additional or inconsistent provision in any Customer document is binding unless expressly agreed in writing by CHEMSTAR. Orders are subject to credit verification and written acceptance by CHEMSTAR. Customer's acceptance of Services, Goods, or Equipment, or granting CHEMSTAR access to Customer's facilities, constitutes acceptance of these Terms and Conditions. Service terms, pricing, and specifications shall be as set forth in the Order. These Terms and Conditions together with the Order (and any Equipment Lease) constitute the "Agreement." Services may be provided by CHEMSTAR or its authorized contractors. Unless stated otherwise in the Order, all Equipment furnished by CHEMSTAR remains CHEMSTAR's property.

1. QUOTE; ACCESS. Rate quotes are valid for 30 days unless otherwise specified. These Terms and Conditions apply to all transactions between CHEMSTAR and Customer unless different terms are agreed in writing. Customer shall furnish CHEMSTAR with complete and accurate written information relevant to the Services, including Site (defined in Section 17(E)) conditions, systems, and processes, feed water or other substances to be treated or measured, and any hidden or changing conditions that may affect Service. Customer shall provide appropriate access and ensure a safe work Site complying with all applicable laws. CHEMSTAR may reprice or terminate if Customer's systems change or vary from the design basis. If the Site is not ready, CHEMSTAR may delay installation without liability and charge stand-by or re-dispatch fees at CHEMSTAR's standard rates.

2. RATES AND PAYMENT TERMS. Rates for Services, Goods and Equipment shall be set forth in each Order and, unless otherwise stated, are due in advance (or within 30 days of invoice for Leased Equipment). CHEMSTAR may adjust rates upon 60 days' notice for industry-wide increases, regulatory compliance, or cost increases; Customer may terminate affected Services within 10 Business Days (defined in Section 17(B)) of such notice. Customer must dispute any invoice portion in writing within 30 days of receipt and pay undisputed amounts without delay. CHEMSTAR's books and records shall control dispute resolution, absent manifest error. If Customer fails to pay when due, CHEMSTAR may suspend Services (and extend the term accordingly), and interest accrues at 1.5% per month (or the legal maximum if less). Interest shall not apply to disputed amounts resolved in Customer's favor. Customer shall reimburse CHEMSTAR's collection costs. All fees are nonrefundable. Customer's payment obligation is absolute and unconditional, not subject to abatement, counterclaim, defense, setoff, or reduction. Payment shall be in U.S. dollars per CHEMSTAR's instructions; payments due on non-Business Days are due the next Business Day without additional interest.

3. TAXES. Federal, state, and local taxes are not included in CHEMSTAR'S rates. Customer is responsible for any taxes applicable to the provision of Services, Goods or Equipment, except for taxes based on CHEMSTAR's income or based on wages paid to CHEMSTAR's employees.

4. WARRANTY.

(A) Services Warranty. CHEMSTAR warrants that Services will conform to the descriptions in CHEMSTAR's quote for the Service term, provided Customer adheres to CHEMSTAR's instructions and furnishes complete and accurate information. For water treatment Services, CHEMSTAR is released from all warranties if Customer fails to provide stipulated influent water quality and quantity. Customer must notify CHEMSTAR in writing of any claimed non-conformity within 5 Business Days; CHEMSTAR shall have 30 days to cure.

(B) CHEMSTAR-Branded Equipment Warranty. CHEMSTAR warrants Equipment manufactured by or for CHEMSTAR and sold under CHEMSTAR's brand (or a co-brand) will be free from defects in materials and workmanship for one (1) year from delivery. This warranty excludes damage from improper installation, misuse, neglect, accident, unauthorized modification or repair, or failure to follow operating instructions.

(C) Third-Party Warranty. For Equipment or Goods not covered under Section 4(B), CHEMSTAR makes no warranty except to pass through, to the extent assignable, the manufacturer's warranty. CHEMSTAR warrants its installation Services for such third-party Equipment for 90 days from installation.

(D) Leased Equipment and Samples. LEASED EQUIPMENT AND SAMPLES (DEFINED IN SECTION 17(D)) FURNISHED FOR CUSTOMER'S EVALUATION PURPOSES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. Customer acknowledges that such items are provided solely for evaluation purposes.

(E) Warranty Exclusions. Warranties are void if non-conformance results from alteration by anyone other than CHEMSTAR personnel, improper handling or use by Customer or third parties, or combination with products, chemicals, or equipment not approved by CHEMSTAR.

(F) Disclaimer of Other Warranties. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED OR ARISING DUE TO COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, EXCEPT

FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4.

(G) Exclusive Remedy. CHEMSTAR'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM ARISING FROM SERVICES, EQUIPMENT, OR GOODS IS LIMITED TO, AT CHEMSTAR'S ELECTION: (I) RE-PERFORMANCE; (II) REPAIR OR REPLACEMENT; OR (III) CREDIT OR REFUND OF THE COST. CHEMSTAR IS NOT LIABLE FOR MISUSE OR MISAPPLICATION OF WATER OR CHEMICALS BY CUSTOMER OR THIRD PARTIES.

5. LIMITATION OF LIABILITY.

(A) CHEMSTAR WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF USE, OR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF CAUSE, FORESEEABILITY, OR WHETHER CHEMSTAR WAS ADVISED OF THEIR POSSIBILITY.

(B) CHEMSTAR'S TOTAL LIABILITY FOR ANY CLAIM SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC SERVICES GIVING RISE TO LIABILITY DURING THE PRECEDING 12 MONTHS, NET OF CREDITS OR REFUNDS.

(C) The limitation of liability set forth in Section 5(B) shall not apply to liability resulting from CHEMSTAR's gross negligence or willful misconduct.

6. INSURANCE. Upon request, CHEMSTAR will provide a certificate of insurance evidencing coverage not less than statutorily required amounts.

7. TERMINATION AND SUSPENSION.

(A) The minimum term of Service and Equipment lease, including renewals, shall be set forth in the Order (the "Term").

(B) CHEMSTAR may terminate or suspend Services upon written notice if Customer: (i) becomes insolvent or files for bankruptcy; (ii) breaches the Agreement and fails to cure within 30 days of written notice (5 Business Days for payment defaults); or (iii) repeatedly fails to pay amounts due timely.

(C) If CHEMSTAR breaches the Agreement, Customer may suspend Services upon written notice until CHEMSTAR cures the breach or is ready to resume conforming Service, or terminate upon written notice if CHEMSTAR fails to cure within 30 days. Notice must include sufficient detail for troubleshooting. Customer shall pay increased costs from suspension if CHEMSTAR determines the suspension was not due to CHEMSTAR's fault.

(D) Either party may terminate for convenience upon 30 days' prior written notice, subject to this Section 7.

(E) If Customer terminates for convenience under Section 7(D) or CHEMSTAR terminates for cause under Section 7(B) before the Term ends, Customer shall pay fees for the remainder of the Term (in addition to unpaid charges through the termination date), including ordered Goods or Equipment in production, special order supplies CHEMSTAR cannot cancel, and supplier cancellation charges. If Customer terminates under Section 7(C) or Section 15, or CHEMSTAR terminates under Section 7(D) or Section 15, Customer is only responsible for charges through the termination date.

(F) If Customer terminates an Equipment purchase order, Customer shall pay termination costs specified in CHEMSTAR's quote or, if none, all costs incurred by CHEMSTAR for design, fabrication, or other work on the Equipment.

8. CONFIDENTIALITY. Each party shall keep confidential all non-public information, data, trade secrets, processes or designs disclosed by the other party ("Confidential Information"), except information that: (a) is publicly available through no fault of the receiving party; (b) was previously known to the receiving party; (c) is obtained from third parties without restriction; or (d) must be disclosed by law, provided the disclosing party receives notice to dispute such disclosure. Confidential Information shall only be used in furtherance of Services. Customer shall not share CHEMSTAR's Confidential Information (including any CHEMSTAR intellectual property) with any CHEMSTAR competitor. Confidential Information includes information derived from observation, testing, or inspection of Leased Equipment or Samples, and all related analyses and materials prepared by Customer.

9. IP RIGHTS. No intellectual property rights are transferred under the Agreement. Each party retains all rights in its documents, processes, know-how, trade secrets, and intangibles, whether owned before the Agreement or developed during performance. Instruction manuals and similar materials are not "work product" or "work made for hire." Except for the limited license in Section 10(E), CHEMSTAR retains all rights in Leased Equipment, improvements and Feedback (defined in Section 10(V)).

10. LEASED EQUIPMENT. CHEMSTAR may lease Equipment ("Leased Equipment") to Customer, pursuant to an applicable Order for same (the "Equipment Lease"; these Terms and Conditions are hereby incorporated into each Equipment Lease), either in connection with Services or, in limited circumstances and if mutually agreed to, for the limited, internal purpose of operating and testing such Leased Equipment at Customer's facility to assess performance for potential commercial engagement with CHEMSTAR (as applicable, the "Purpose"). In such cases, the following terms shall apply:

(A) Order Details. The parties' Equipment Lease will stipulate the details regarding the Leased Equipment, including the type of Equipment, applicable fees and payment terms, and the lease term (which shall expire upon the stipulated expiration date or earlier termination pursuant to these Terms and Conditions). If specified in the Equipment Lease, Customer shall pay a refundable security deposit. CHEMSTAR may apply the deposit to unpaid amounts, loss, or damage; any balance will be returned upon end of the term, within 30 days after full return/inspection.

(B) Delivery/Installation. Unless otherwise stated in writing in the Equipment Lease: (1) delivery is FOB CHEMSTAR's shipping point; (2) risk of loss transfers per Section 10(Q); (3) Customer is responsible for off-loading, staging, and moving into place; and (4) any installation, commissioning, or training services by CHEMSTAR are billable per CHEMSTAR'S rates set forth in the Equipment Lease and subject to reasonable access to the Site.

(C) Acceptance. Leased Equipment is deemed accepted on the earlier of (a) execution of the Acceptance Certificate (in the form attached to or provided with the Equipment Lease), or (b) five (5) Business Days after installation or delivery to the Site if Customer has not provided a written, reasonable rejection detailing material non-conformities.

(D) No Sale. The parties intend that the Equipment Lease shall constitute a true lease under applicable law. CHEMSTAR has title to the Leased Equipment at all times. Customer acquires no ownership, title, property, right, equity, or interest in the Leased Equipment other than its leasehold interest subject to all the terms and conditions of the Equipment Lease. The Leased Equipment shall remain at all times personal property of CHEMSTAR and not a fixture under applicable law, even if the Leased Equipment, or any part thereof, may be or become affixed or attached to real property or any improvements.

(E) Limited License. CHEMSTAR grants Customer a limited, non-exclusive, non-transferable, revocable license to use the Leased Equipment's embedded software/firmware solely at the Site and solely for the Purpose during the lease term.

(F) UCC; Liens. CHEMSTAR may file UCC financing statements to evidence its ownership. Customer shall execute documents reasonably requested to protect CHEMSTAR'S interest. Customer shall keep the Leased Equipment free and clear of all liens and encumbrances.

(G) Permitted Use. Customer will use the Leased Equipment solely for the Purpose and in accordance with CHEMSTAR'S instructions and documentation. Customer shall not use the Leased Equipment for third-party processing, time sharing, or service bureau purposes. No relocation of the Leased Equipment is permitted without CHEMSTAR'S prior written consent.

(H) Restrictions. Customer shall not and shall not permit any third party to: (1) copy, photograph, scan, measure, 3D-scan, trace, or otherwise reproduce any portion of the Leased Equipment, Samples, or associated documentation; (2) reverse engineer, decompile, disassemble, translate, adapt, or otherwise attempt to derive the internal design, composition, structure, source code, firmware, algorithms, bill of materials, or manufacturing methods of the Leased Equipment or Samples, including via chemical analysis (e.g., titration, chromatography, mass spectrometry), microscopy, spectroscopy, X-ray/CT, ultrasonic, thermal, or other imaging; (3) access, read, dump, or attempt to extract or modify firmware, configuration files, or security keys; (4) intercept, monitor, or analyze signals, data, or network traffic to or from the Leased Equipment (including packet capture or logic/probe analysis) that is utilized or monitored by CHEMSTAR in connection with Services; (5) bypass, remove, or tamper with any enclosures, seals, labels, tamper-evident features, or access controls; (6) conduct Leased Equipment or publish benchmarks or performance comparisons; (7) integrate or connect the Leased Equipment with non-approved third-party hardware, software, chemicals, reagents, or consumables; or (8) provide access to Leased Equipment or Samples to any third-party laboratory, consultant, contractor, university, or any CHEMSTAR competitor without CHEMSTAR'S prior written consent.

(I) Non-Use to Compete. Customer shall not use learnings from operation or evaluation of the Leased Equipment or Samples to design, develop, manufacture, source, or have manufactured any product, system, or service that competes with CHEMSTAR'S offerings, nor to assist any third party to do so.

(J) No Relocation; No Sub-Lease. Customer shall not relocate, sublease, lend, or otherwise transfer possession or control of the Leased Equipment, or assign (subject to Section 12) the Equipment Lease, without CHEMSTAR'S prior written consent, which may be withheld in its sole discretion.

(K) Competitor Firewall. Customer will not allow access to the Leased Equipment or Samples provided for evaluation purposes to any competitor of CHEMSTAR, without CHEMSTAR'S express prior written consent.

(L) Tamper Evidence. Customer acknowledges CHEMSTAR may apply tamper-evident features to the Leased Equipment; removal or breach of such features constitutes a material breach by Customer.

(M) Telemetry. The Leased Equipment may generate logs, performance data, and telemetry. Customer shall not disable telemetry without CHEMSTAR'S consent. CHEMSTAR may access and use telemetry to provide support, quality, safety, and product improvement. Telemetry and derived analytics are CHEMSTAR'S Confidential Information. Any Customer-provided data remains Customer's. Customer grants CHEMSTAR a license to use

such data to provide support and services. CHEMSTAR shall implement administrative, technical, and physical safeguards intended to safeguard any Customer data gathered under this paragraph.

(N) Remote Access. Upon CHEMSTAR'S request, Customer will provide reasonable network access (or alternative secure access) to enable remote diagnostics and support, subject to CHEMSTAR'S security protocols.

(O) Software License. Embedded software/firmware is licensed, not sold, and may include third-party components. Customer shall not copy, modify, or create derivative works. CHEMSTAR may provide updates; Customer shall promptly install critical updates.

(P) Deactivation. Upon termination or Customer breach, CHEMSTAR may, at its election, remotely disable software functionality solely to prevent further unauthorized use, after providing written notice or as otherwise permitted by law.

(Q) Risk of Loss. From delivery to the Site until return and written acceptance by CHEMSTAR, Customer bears all risk of loss, theft, or damage, regardless of cause (except to the extent caused by CHEMSTAR'S gross negligence or willful misconduct while on-Site).

(R) Care. Customer shall keep the Leased Equipment in good condition, follow CHEMSTAR'S instructions, and use only CHEMSTAR-approved consumables and reagents where specified. Customer shall not alter or modify the Leased Equipment.

(S) Maintenance & Repairs. Unless otherwise stated in the Equipment Lease, CHEMSTAR will only perform its recommended preventive maintenance and repairs to the Leased Equipment due to normal wear. Customer is responsible for damage or repairs caused by misuse, negligence, unauthorized alterations, environmental conditions, utilities outside spec, or use of non-approved consumables.

(T) Access; Inspection. On reasonable notice during the rental term, CHEMSTAR may inspect the Leased Equipment at the Site. In an emergency or upon material breach, CHEMSTAR may access the Site to secure, uninstall, and repossess the Leased Equipment.

(U) Confidentiality. Upon expiration or termination of the term of any Equipment evaluation license, Customer shall promptly return or destroy Confidential Information and destroy all notes (except for routine backup copies retained per standard archival practices, which shall remain subject to the confidentiality obligations herein), and certify destruction in writing.

(V) Feedback. Customer may provide CHEMSTAR with suggestions, feedback or ideas regarding the Leased Equipment or Services ("Feedback"). Customer assigns to CHEMSTAR all right, title, and interest in and to the Feedback and will execute documents reasonably requested to perfect such rights. CHEMSTAR is not obligated to use or implement Feedback.

(W) Insurance. During the rental term, Customer shall maintain at its expense the following insurance coverage: commercial general liability - \$1M per occurrence/\$2M aggregate; property/all risk - replacement value; auto-liability (if Customer transports Leased Equipment) - \$1M combined single limit; and workers' compensation/employer liability - as required by law. CHEMSTAR shall be listed as an additional insured on all such insurance, other than workers' compensation/employer's liability insurance. Customer shall furnish certificates of insurance naming CHEMSTAR as additional insured (CGL) and loss payee (property) prior to delivery of the Leased Equipment, with 30 days' prior written notice of cancellation. If CHEMSTAR receives any proceeds as loss payee it shall credit such proceeds against the replacement or repair cost of the subject Leased Equipment and shall remit any excess insurance proceeds to Customer; provided, however, if Customer is then in default, CHEMSTAR may hold any such excess proceeds as security for the obligations of Customer under the Agreement and apply such amounts in its sole discretion against Customer's obligations hereunder. If Customer receives any insurance proceeds, Customer shall promptly forward such amounts to CHEMSTAR to be applied by CHEMSTAR under the preceding sentence.

(X) Return. Upon the earlier of CHEMSTAR'S written demand or expiration/termination of the rental term, Customer shall cease use, uninstall (if instructed), securely pack, and return the Leased Equipment to CHEMSTAR within five (5) Business Days, in accordance with CHEMSTAR'S instructions, or, at CHEMSTAR'S election, Customer shall grant CHEMSTAR necessary access to retrieve the subject Leased Equipment. Leased Equipment must be returned in the condition received, reasonable wear and tear excepted, with all accessories, manuals, and media. Cleaning, missing items, or restoration will be charged to Customer at CHEMSTAR'S standard rates or cost. CHEMSTAR will inspect returned Leased Equipment. CHEMSTAR'S inspection report will identify any loss or damage and related charges (which may be offset against any Customer deposit). If Leased Equipment is not returned when due, holdover rent accrues at the daily rate set forth in the Equipment Lease (or, if none, 200% of the daily rental rate) until returned and accepted. Holdover does not constitute a renewal. If Leased Equipment is lost, stolen, destroyed, or not returned within fifteen (15) days of due date, Customer shall pay the replacement value thereof, as directed by CHEMSTAR. Upon Customer default of the Equipment Lease and failure to cure, CHEMSTAR may, in addition to any other rights, enter the Site to repossess the Leased Equipment.

(Y) Compliance. Customer shall comply with all applicable laws, including environmental, health and safety, export control/sanctions, and anti-corruption laws. Customer shall not

export, re-export, or transfer the Leased Equipment or related technology to prohibited destinations or parties. Customer is responsible for safe operation at the Site and for providing required personal protective equipment, ventilation, spill containment, and emergency procedures. Where specified by CHEMSTAR, Customer shall use only CHEMSTAR-approved consumables/reagents to maintain performance and safety specifications. For any breach of the use restrictions or confidentiality obligations herein or intellectual property violations by Customer hereunder (each, a "Protected Breach"), at CHEMSTAR's election and in lieu of proving actual damages, and without limiting CHEMSTAR's rights to injunctive relief or Customer's indemnification obligations in respect to third party claims, Customer shall pay liquidated damages in the amount specified in the Equipment Lease (the "Liquidated Damages"). The parties acknowledge and agree that CHEMSTAR's harm caused by a Protected Breach would be impossible or very difficult to accurately estimate, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from a Protected Breach and not a penalty. If a court finds Liquidated Damages unenforceable, CHEMSTAR may recover actual damages (and, where applicable, seek injunctive relief).

(Z) Restrictive Covenants. For one (1) year after the expiration or termination of the Equipment Lease, Customer shall not (a) solicit for employment any CHEMSTAR employee with whom Customer had contact in connection with the Purpose (general solicitations not targeted to such individuals are excluded), or (b) use Confidential Information of CHEMSTAR to circumvent CHEMSTAR in dealing directly with CHEMSTAR-identified suppliers or customers disclosed for the Purpose.

11. CHEMSTAR'S PROPERTY. All Equipment and tools or any other property furnished to Customer by CHEMSTAR or specifically paid for by CHEMSTAR for use in the performance of the Services shall be and remain the property of CHEMSTAR; shall be subject to removal upon expiration, termination or suspension of Services or Customer default; shall be maintained by Customer in good order and condition and kept free from liens, abuse or misuse; and shall clearly be identified as the property of CHEMSTAR. Customer assumes all liability for loss or damage to such CHEMSTAR property. The foregoing items in this Section 11 shall not apply to Equipment purchased by Customer. Customer is responsible for using any and all Equipment and Goods in accordance with applicable instructions. In the event Customer fails to allow CHEMSTAR to retrieve its Equipment within 30 days of termination/expiration of the corresponding Service, Customer shall be liable to CHEMSTAR for the full price of such Equipment.

12. ASSIGNMENT. The Agreement may not be transferred or assigned, by operation of law or otherwise, by Customer without the prior express written consent of CHEMSTAR; provided, however, Customer may assign the Agreement (but not any evaluation license granted under Section 10) to a business successor which expressly assumes the Agreement in writing and has a net worth (not including goodwill) equal to or greater than that of Customer at the time of the assignment, as demonstrated with written financials, or otherwise meets CHEMSTAR's then current credit worthiness standards, to CHEMSTAR's satisfaction, and is not, in CHEMSTAR's reasonable determination, a competitor. Any transfer or assignment of rights, duties, or obligations hereunder without such consent shall be void; and, shall result in the collection of all fees, expenses, and/or charges associated with such transfer or assignment. Any assignment permitted hereunder shall not relieve Customer of any of its obligations arising prior to the assignment.

13. GOVERNING LAW. All claims, actions or other disputes arising out of the Services or the Agreement will be controlled by the internal laws of the State of Maryland. Any dispute arising hereunder shall be the exclusive jurisdiction of the state or federal courts sitting in Baltimore County / the District of Maryland and the parties hereby submit to the personal jurisdiction of such courts and waive any argument of forum *non-conveniens*.

14. WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SERVICES. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS DECIDED TO ENTER INTO THIS AGREEMENT IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

15. FORCE MAJEURE. CHEMSTAR shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of CHEMSTAR including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 30 days, Customer or CHEMSTAR shall be entitled to terminate the Agreement upon written notice to the other party. Fees for Services not provided due to the force

majeure event shall abate during the continuance of the force majeure period.

16. INDEMNIFICATION. Customer shall indemnify, defend (provided, however, CHEMSTAR may elect to control the defense of the subject third-party claim, upon written notice to Customer, at Customer's cost and expense), and hold harmless CHEMSTAR and its affiliates from and against all third-party claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees and court costs) arising out of or related to: (a) Customer's or its representatives' misuse of any of the Goods, Equipment, Leased Equipment or Services; (b) bodily injury, death, or damage to property suffered in connection with the Goods, Equipment, Leased Equipment or Services (except to the extent caused by CHEMSTAR's negligence, willful misconduct, violation of law or breach of the Agreement); (c) Customer's breach of the Agreement; (d) Customer's violation of law; and (e) misuse of CHEMSTAR's intellectual property. If CHEMSTAR does not control the defense of the subject claim, Customer shall not settle the subject claim without CHEMSTAR's consent. Without limiting the foregoing, Customer shall indemnify CHEMSTAR against claims arising from Customer's reverse engineering, unauthorized analysis, or publication of Confidential Information or performance data.

17. INTERPRETATION; DEFINED TERMS.

(A) The Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(B) As used herein, "Business Day" means a weekday other than a U.S. federal holiday or day when commercial banks in Baltimore, MD are authorized or required to be closed.

(C) As used herein, "Equipment" means any CHEMSTAR-furnished equipment, devices, assemblies, subassemblies, components, consumables (including chemicals, reagents, media), Samples, fixtures, accessories, documentation, drawings, specifications, firmware, embedded software, configuration files, and any hosted or on device software and telemetry related thereto, whether for evaluation, rental, or sale, as specified in the associated Order.

(D) As used herein, "Samples" means any non-commercial or trial materials, reagents, consumables, or prototypes supplied by CHEMSTAR for testing or evaluation.

(E) As used herein, "Site" means the installation address and location, for any Equipment or provision of Services, as reflected on the Order or other documentation.

18. ENTIRE AGREEMENT; AMENDMENT; COUNTERPARTS. The Agreement constitutes the sole and entire agreement of the parties to the Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. No change, modification, or waiver to the Agreement or to the scope of the Services identified in Customer's order will be binding and valid unless it is accepted in writing and signed by an authorized representative of both parties. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of the Agreement. The Agreement shall be binding upon the parties hereto and their successors and permitted assigns.

19. SURVIVAL. These Terms and Conditions shall survive termination of the Agreement as necessary to allow the parties to enforce their respective rights and obligations.

20. WAIVER. No waiver of any of the provisions hereof shall be effective unless set forth in writing and signed by the party so waiving. No waivers shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

21. NOTICES. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section 21). All Notices shall be delivered by third-party messenger (with courier confirmation of delivery), nationally recognized overnight courier (with all fees pre-paid and with tracking), or email (to an email address furnished in writing, provided no undeliverable message is received) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in the Agreement, a Notice is effective only (a) upon receipt by the receiving party (as confirmed by the above means), and (b) if the party giving the Notice has complied with the requirements of this Section 21.

22. REMEDIES; ATTORNEYS' FEES. CHEMSTAR's rights hereunder are cumulative and nothing shall prohibit it from seeking injunctive or other equitable relief to the maximum extent permitted by law. The prevailing Party in any action to enforce the Agreement is entitled to recover its reasonable attorneys' fees and court costs.

23. SEPARABILITY. If any provision is held invalid, the remainder will remain in effect; the court may modify an invalid provision to the minimum extent necessary to make it enforceable.