

TERMS AND CONDITIONS AGREEMENT

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THE CUSTOMER AGREES TO BE BOUND BY THIS SALE AGREEMENT AND ACCEPTS THESE TERMS AND CONDITIONS.

1. **GENERAL:** (a) These Terms and Conditions constitute an integral part of any offer to sell, or any sale, made by Dinsmore and Associates, Inc. as well as any of its direct and indirect subsidiaries (each a "Seller") to sell or supply goods and services to any person or entity ("Buyer") and shall govern the sale and supply of the goods and services. Buyer's acceptance of all the terms and conditions herein is an express condition to the formation of any contract of sale between Buyer and Seller. Any additional or different terms of conditions proposed by Buyer in any purchase order or otherwise are hereby rejected unless they comply with the terms of Section 2 of this Agreement. (b) No order by Buyer, regardless of whether a deposit has been accepted, shall be binding upon Seller until a credit review has been completed and the order has been accepted by an authorized representative of Seller. (c) If a contract is not earlier formed by mutual agreement in writing signed by an officer of Seller, acceptance of any goods and services shall be deemed acceptance of the terms and conditions stated herein.

2. **ORDER SPECIFIC TERMS AND CONDITIONS:** At the time of sale, Seller may require additional terms and conditions that are applicable to the unique transaction. Any such terms and conditions are in addition to these terms and conditions and must be in writing signed by a duly authorized representative of both Buyer and Seller. Such terms and conditions may not disclaim or otherwise amend the provisions in these Terms and Conditions regarding Seller's disclaimer of liability, right to indemnity, and applicable law.

3. **QUOTES AND PERFORMANCE OF WORK:** (a) Quotes are valid for 30 days. Work will not commence until: (i) a Proposal is signed by the Buyer and Seller; (ii) a purchase order for the full contract amount is issued; and (iii) the initial deposit is received by Seller from Buyer. Buyer will be invoiced according to the Payment Schedule and Buyer is required to make timely payments in accordance with that schedule. Failure to make payment in accordance with the Payment Schedule will result in a stoppage of all work until all untimely payment is made. In no event shall Seller be liable for any costs or other damages, direct or indirect, as result of project delays due to failure of Buyer to make timely payment. (b) Requests for additional work that is not within the scope of the initial proposal shall be quoted separately as a Project Change Order ("PCO") and will require written approval by both Parties before work commences. In no event shall Seller be liable for any costs or other damages, direct or indirect, resulting from project delays due to the acceptance or performance of any Project Change

Orders. All Project Change Orders are subject to these same Terms and Conditions.

4. **OWNERSHIP OF GOODS AND SERVICES:** (a) Work performed under this Agreement is intended to result in an effective "Design/Technology" (DT) with significant value to Buyer. This DT will be comprised of both tangible and intangible intellectual property, including but not limited to, aesthetic, functional, mechanical, process, material, and manufacturing solutions. All of the elements developed by Seller in connection with the Agreement, as well as the resulting DT, are the intellectual property and proprietary information of Seller. Upon completion of all the work performed under this Agreement, including Project Change Orders, and receipt of final payment by Seller, all rights to the resulting DT will be transferred to Buyer. (b) Seller shall at all times retain and shall not convey under any circumstances the intellectual property, including the aesthetic, functional, mechanical, process, material, and other mechanical solutions that existed prior to the creation of Buyer's DT used in the creation of Buyer's DT.
5. **DISCLAIMER OF PATENTABILITY:** Seller makes no claim as to the patentability of the DT created under this Agreement. However, if patentable inventions are made by Seller during the project using funds provided by Buyer and directly related to the scope of work defined in this Agreement ("Inventions"), Seller is under no obligation to investigate the patentability of any such Inventions, but Seller agrees to notify Buyer of such Inventions if discovered by Seller. If Buyer elects to file for patent protection of Inventions, which shall require no financial assistance from Seller, Seller agrees to reasonably assist in the acquisition of any patent covering such Inventions. In such case, Seller shall assign all rights in such Invention(s) to Buyer upon completion of the project and receipt of final payment to Seller.
6. **RISK OF LOSS OF INTANGIBLE INTELLECTUAL PROPERTY:** Seller disclaims all risk of loss DT comprised of intangible intellectual property created by Seller in connection with this Agreement.
7. **EXPORT SALES:** If goods herein being purchased are for purposes of export, the Buyer may need to obtain from the federal government certain export documentation before shipping to a foreign country. In addition, manufacturers' warranties for the good may be null and void for goods exported outside the United States. It is Buyer's responsibility to inquire further regarding any questions.
8. **TAXES:** Any sales, use or manufacturer's tax which may be imposed on the sale or use of goods and services, or any property tax levied after readiness to ship, or any excise tax, license or similar fee required under this transaction, shall be in addition to the quoted prices and shall be paid by Buyer. If Buyer is exempt from

any taxes, Buyer shall furnish to Seller an appropriate tax exempt certificate, in a form acceptable to the taxing authority or authorities having jurisdiction over such tax matters.

9. **TERMS OF PAYMENT:** (a) Unless otherwise agreed to in writing signed by an authorized representative of Seller, the payment terms on orders for shipments made to the continental United States are "net thirty" (30) days from the date of the invoice. All charges are payable in U.S. dollars. (b) A service charge of one and a half percent (1.5%) per month, not to exceed the maximum rate allowed by law, may be charged on any portion of Buyer's outstanding balance that is not paid within thirty (30) days after invoice due. Seller reserves the right to refer all payments more than six (6) days past due to a collections agency and/or litigation, in which case Buyer shall pay all collection costs including attorneys' fees and court costs incurred by Seller.
10. **TERMS OF SHIPMENT:** All shipments are made Incoterms (2010) FOB Sellers location in Costa Mesa, CA. Unless otherwise specified, in writing, Seller will ship using Seller's account and include shipping charges at the time of invoice.
11. **TERMINATION PRIOR TO COMPLETION:** (a) Buyer or Seller may terminate a Purchase Order in whole or, from time to time, in part upon sixty (15) days advance written notice. In the event of termination by Buyer, Buyer shall be liable for termination charges, which shall include a price adjustment based on the quantity of goods actually delivered, and all costs, direct or indirect, incurred or committed for this Agreement together with anticipated profits. In the event that Seller does not ship all quantities or complete delivery of services because of any action or requisite inaction on the part of Buyer and elects to cancel any quantity not so shipped, Buyer shall be liable for all termination charges as provided herein. (c) If in Seller's sole and absolute discretion, Buyer's financial condition does not justify the terms of payment specified herein, Seller may, without any liability to Seller, cancel any sales contract for goods and services or require buyer to immediately pay for all goods and services which have been delivered and pay in advance for all goods and services to be delivered. (d) In the event of termination by the Buyer before completion of the Project, all right to the DT and the tangible and intangible intellectual property belong to Seller regardless of whether Buyer has previously made payments to Seller under this Agreement. In the event of termination by Seller, Seller agrees to transfer all right to the DT and tangible and intangible intellectual property in the state of completion on the date of termination, subject to the payment of any outstanding sums owed under the Agreement. Seller shall have a reasonable time in which to provide such information to Buyer after payment of any outstanding sums.

12. **NON-WAIVER OF DEFAULT:** In the event of any default by Buyer for failure to pay under the Agreement, Seller may decline to supply further services or make further shipments of goods. If Seller elects to continue to make shipments or supply goods and services, Seller's action shall not constitute a waiver of any default by Buyer or in any way affect Seller's legal remedies for any such default.
13. **U.S. GOVERNMENT CONTRACTS:** If the goods and services to be furnished under any sales contract between Buyer and the Seller are to be used in the performance of a U.S. Government contract or subcontract, any U.S. Government procurement regulations shall not be incorporated herein by reference (except as may be specified in a separate document signed by an officer of Seller). Unless otherwise specifically agreed upon in writing, certified cost or pricing data will not be provided and CAS, Defective Pricing, and Audit requirements will not apply for goods and services purchased hereunder.
14. **CONTINGENCIES:** Seller is not liable, either wholly or in part, for nonperformance or a delay in performance due to force majeure or contingencies or causes beyond the reasonable control of Seller, including but not limited to, shortage of labor, fuel, raw material or machinery or technical or yield failure. Seller may, in its sole and absolute discretion, allocate production and deliveries in the event of shortage of goods.
15. **WARRANTY:** (a) The warranties set forth in this paragraph are given in lieu of an expressly disclaim any and all other warranties, express, implied, or statutory, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, non-infringement and of any other warranty obligation on the part of Seller, except as expressly set forth immediately below. Seller warrants the goods and services against faulty workmanship or the use of defective materials; that such goods and services will conform to Seller's published specification or other mutually agreed upon written specifications for a period set forth herein below; and that at the time of shipment, Seller has title to the goods free and clear of any and all liens and encumbrances. These warranties are the only warranties made by Seller and can be amended only by a written instrument signed by an officer of Seller. Seller's warranties shall irrevocably expire immediately after the following periods from the date of shipment: 72 hours. Seller provides no warranty for any design or design for prototype services. Continued use or possession of the goods after expiration of the applicable warranty period stated above shall be conclusive evidence that the warranty is fulfilled to the full satisfaction of Buyer. Any mechanical alteration of the goods, including any repair or attempted repair, additional testing or screening, shall void any warranty obligation, implied or statutory, unless such screening was approved by Seller. Seller's warranties as herein above set forth shall not be enlarged, diminished or affected by, and no obligation or liability shall arise or grow out of,

Seller's rendering of technical advice or service in connection with Buyer's order of the goods furnished hereunder. (b) In the event the DT produced under the Agreement is used or placed into manufacturing or commercial sales, Seller expressly disclaims all warranties, express, implied, or statutory, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, non-infringement and of any other warranty obligation related to the DT. Buyer agrees to indemnify and hold Seller, and its officers, employees, subsidiaries, affiliates, agents, sales representatives and distributors harmless against all claims, costs, damages and expenses, and attorneys' fees and costs arising, directly and indirectly, out of any claim of personal injury, death, breach of warranty, or otherwise associated with use of the DT by Buyer.

16. **PATENT INDEMNITY:** (a) Buyer shall indemnify, defend and hold harmless Seller against any expense and loss resulting from: (i) any claim of actual or alleged infringement or contributory infringement of any U.S. or Canadian patent, copyright, or other industrial or intellectual property rights of any other person or entity granted or used at the time arising from compliance by Seller with Buyer's designs, specifications or instructions; (ii) any claim of actual or alleged infringement which relates to the use or sale of any of the goods or the provision of any of the services in a manner or for a purpose not specified by Seller or to any modification of the goods or services unauthorized by Seller or to the use or sale of goods, equipment device, machine process which includes any of the goods so supplied; or (iii) any infringement occurring after Buyer has received notice of such claim or other communication alleging the infringement unless Seller has given written permission for such continuing infringement. (b) The sale or supply of goods and services by Seller shall neither convey nor grant, except as otherwise provided above, any right, title, interest or license, by implication, estoppel, or otherwise, under any patent, copyright, or other industrial or intellectual property rights covering combinations of the goods with other goods, equipment, devices or machines or processes in which any of the goods may be used. (c) Due to the complexity of manufacturing techniques for rapid prototyping, rapid manufacturing, 3D printing, and rapid tooling services, and of the intellectual property rights pertaining thereto, Seller is not able to declare that its goods do not infringe the intellectual property rights of third parties. In the event that a third party makes a claim alleging that the goods delivered to Buyer infringe such third party's intellectual property rights, Seller may at its option (but shall not be obligated to) defend the claim or seek a compromise. If any goods become the subject of an unfavorable judgment, Seller may, at its option, modify the goods in such a way as to avoid infringement. If such a solution shall be deemed impracticable for economic and/or technical reasons, Seller may demand the return of the goods supplied and shall reimburse the Buyer up to a maximum equal to the amount paid by the Buyer for the goods deemed to infringe and so returned the lesser of the value for use to date or book value. If the infringement by either

party's goods is alleged prior to completion of delivery of the goods under the Agreement of sale, Seller may decline to make further shipments without being in breach of the Agreement of sale. The above provisions constitute the entire undertaking of Seller toward Buyer in the event of any intellectual property right claim of a third party with regard to goods supplied by Seller.

17. **DISCLAIMER OF LIABILITY:** (a) In no event shall Seller be liable for any loss of use, revenue, profit, or for any direct, indirect, special or consequential damages arising out of, connected with, or resulting from the sale, supply and use of goods and services. (b) If an unauthorized return is initiated by the Buyer, Seller will not be liable for any freight or handling charges incurred. The goods sold hereunder have been subject to limited testing and any performance specifications are believed to be reliable but are not verified, and Buyer must conduct and complete all performance and other testing of the goods, alone and together with, or installed in, any end-goods. (c) Buyer shall not rely on any data and performance specifications or parameters provided by Seller. It is the Buyer's responsibility to independently determine suitability of any goods and to test and verify the same. The information provided by Seller covering any goods and services hereunder provided is "as is, where is" and with all faults, and the entire risk associated with such information is entirely with the Buyer.
18. **SELLER'S DISCLAIMER FOR LIFE SUPPORT APPLICATIONS:** Except as otherwise specifically agreed with Buyer in a writing signed by an officer of Seller, Seller's goods are not designed, intended, or authorized for use as components in systems or devices intended for surgical implant into the body, in other applications intended to support or sustain life, or for any other application in which the failure of the Seller's product could create a situation where personal injury or death may occur (collectively "Life Support Applications").
19. **BUYER'S INDEMNITY FOR LIFE SUPPORT APPLICATIONS:** Buyer agrees to indemnify and hold Seller, and its officers, employees, subsidiaries, affiliates, agents, sales representatives and distributors harmless against all claims, costs, damages and expenses, and attorneys' fees and costs arising, directly and indirectly, out of any claim of personal injury, death or otherwise associated with the use of the goods in Life Support Applications, even if such claim includes allegations that Seller was negligent regarding the manufacture of the goods.
20. **ASSIGNMENT:** Buyer shall not assign this Agreement, any contract of sale, any purchase order, any interest therein or any rights thereunder without prior written consent of Seller.
21. **MODIFICATION:** This Agreement may not be changed, modified or amended, except in writing signed by authorized representatives of the parties.

22. **REMEDIES:** If Seller breaches its warranties as contained herein, or any other provision hereof, Seller's sole and exclusive maximum liability shall be (at Seller's option) (a) with respect to services, to re-perform or re-supply the services or credit Buyer's account, provided that Seller is promptly notified in writing upon discovery by Buyer during the service warranty of any alleged deficiencies; and (b) with respect to the goods, to repair the goods after receipt of the goods at Seller's identified location, provide a replacement of the goods to Buyer or credit Buyer's account for any such goods which are returned by Buyer during the applicable warranty period set forth above, provided that (i) Seller is promptly notified in writing upon discovery by Buyer that such goods failed to conform to Agreement of sale with a detailed explanation of any alleged deficiencies, (ii) such goods are returned to Seller; and (iii) Seller's examination of such goods shall disclose that such alleged deficiencies actually exist and were not caused by accident, misuse, neglect, alteration, improper installation, improper testing, or unauthorized repair. If such goods fail to conform to the applicable warranty, Seller shall reimburse Buyer for such transportation charges paid by Seller for such goods. If Seller elects to repair the goods or provide a replacement, Seller shall have a reasonable time to provide or repair such goods, and repair, replacement or credit shall constitute fulfillment of all liability of Seller to Buyer whether based in contract, tort, indemnity, statutory provision or otherwise. No offset or other deduction of any kind shall be permitted from any amount due hereunder and all amounts due hereunder shall be paid in full to Seller. Buyer's only remedy relating to amounts owed to Buyer or claims that Buyer may have will be to assert such claims.
23. **APPLICABLE LAW AND VENUE:** If legal action is commenced by either party, the validity, construction, and performance of this Agreement, and the legal relations between the parties shall be governed by the State of California, and the venue for such legal action shall be Orange County, California. Seller may commence any action to collect moneys due on account of goods purchased by Buyer hereunder in any court having competent jurisdiction of the subject matter in dispute without resorting to any alternative dispute resolution.
24. **RIGHT TO INJUNCTIVE RELIEF:** Nothing in this Agreement will be deemed to prevent either Party from seeking injunctive relief or any other provisional remedy in an appropriate case in any competent jurisdiction of the subject matter in dispute necessary to protect either Party's trade name, proprietary information, trade secrets, trademarks, patents, know-how, or any other intellectual property rights.
25. **LIMITATION OF LIABILITY:** In no event will Seller have any liability to Buyer, Buyer's customer or any other third party, for any incidental, special, exemplary, consequential or punitive damages, lost profits, lost revenue, or any

other indirect damages in connection with the sale and supply of goods and/or services by Seller, regardless of whether the basis of such liability is in contract, tort, or any other legal or equitable theory. These limitations will apply notwithstanding the failure of the essential purpose of any limited remedy. In no event will Seller's total cumulative liability for claims or causes arising out of these Terms and Conditions or the transaction contemplated thereby, exceed the lesser of (i) the sum paid to Seller by Buyer for the services supplied to Buyer or goods manufactured for or delivered to Buyer under the applicable purchase order, or (ii) [SUM]. The existence of more than one claim against the particular services supplied to or goods manufactured for or delivered to Buyer under a purchase order shall not enlarge or extend this limit.

26. **AGREEMENT TO USE WEBSITE:** Dinsmore and Associates authorizes viewing and downloading of the materials on this site only for personal and non-commercial use, provided that all copyright and other proprietary notices contained in the original materials are retained on any copies of the materials. Materials at this site may not be modified in any way, reproduced, publicly displayed, performed, distributed, or otherwise used for any public or commercial purpose. For purpose of these terms, any use of these materials on any other web site for any purpose is prohibited. The materials at this site are copyrighted and any unauthorized use of these materials may violate copyright, trademark, and other laws. If any of these terms are breached, authorization to use this site automatically terminates and any downloaded or printed materials must immediately be destroyed.
27. **DATA SECURITY:** Dinsmore and Associates will take all reasonable steps to protect sensitive commercial information when using the website, but any and all customers or potential customers should be aware that information that is transmitted over the Internet can never be totally secure.
28. **CONTRACT INTEGRATION:** This Agreement, along with any Proposals, Purchase Orders, Project Change Orders, Payment Schedules, or order specific terms and conditions, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross

negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.