

**AGREEMENT.** Unless expressly modified in a writing signed by both parties, these General Terms and Conditions (“T&Cs”) apply to sales of all custom products, parts, and software developed specifically for SHELLBACK (“Custom Products”), Seller’s standard products, parts, and software (“Standard Products”, and together with Custom Products, the “Products”) and provision of all services (“Services”), by Seller (Custom Products, Standard Products and Services, collectively the “Products and Services”) to Shellback Holdings, LLC and its affiliates (“SHELLBACK”), whether for use by SHELLBACK or SHELLBACK customers (“Customers”). Terms contained in Seller’s quotation or invoice or in any acceptance or confirmation of SHELLBACK’s purchase order (“PO”) that are different from or in addition to the terms this Agreement, shall be deemed material alterations and SHELLBACK objects to all such terms. Seller’s acceptance of a PO and these T&Cs shall be conclusively evidenced by (a) any written or oral acceptance by Seller, or (b) Seller’s failure to object in writing to any PO or the T&Cs within 10 days after the date of the applicable PO. These T&Cs and the PO are collectively referred to as the “Agreement”, and incorporated into this Agreement are all Product and Services descriptions in the PO, descriptions of any samples or models provided by Seller, and all other written Product and Services descriptions provided by SHELLBACK or the applicable Customer (“Specifications”).

1. **INTELLECTUAL PROPERTY; NON-DISCLOSURE.**

1. SELLER SHALL NOT (A) USE, COPY, OR DISCLOSE SHELLBACK CONFIDENTIAL INFORMATION (DEFINED BELOW), OR ANY PART OF IT, EXCEPT TO FULFILL SELLER’S OBLIGATIONS UNDER THIS AGREEMENT; (B) SELL ANY PRODUCT, PART, MASK WORK, SOFTWARE, TOOL, OR EQUIPMENT THAT USES OR CONTAINS SHELLBACK CONFIDENTIAL INFORMATION, EXCEPT TO FULFILL SELLER’S OBLIGATIONS UNDER THIS AGREEMENT; OR (C) USE SHELLBACK CONFIDENTIAL INFORMATION TO DESIGN OR SELL PARTS FOR USE IN SHELLBACK PRODUCTS, OR IN CUSTOMER PRODUCTS DESIGNED OR MANUFACTURED BY SELLER FOR SHELLBACK. SELLER SHALL NOT: (I) DESIGN OR MANUFACTURE EQUIPMENT OR TOOLS TO SERVICE OR PRODUCE PARTS USED IN SHELLBACK OR CUSTOMER CUSTOM PRODUCTS; OR (II) CONTACT CUSTOMERS REGARDING ANY CUSTOM PRODUCTS SELLER DESIGNS OR MANUFACTURES FOR SHELLBACK. DURING THIS AGREEMENT, SELLER MAY LEARN FROM SHELLBACK THE NAMES, WORK AND HOME ADDRESSES, TELEPHONE AND FACSIMILE NUMBERS, EMAIL ADDRESSES, SOCIAL MEDIA CONTACT INFORMATION AND OTHER PERTINENT INFORMATION OF CUSTOMERS AND OTHER THIRD PARTIES (“SHELLBACK CONTACTS”). SELLER, ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, CONTRACTORS, PARTNERS, AND AGENTS, SHALL NOT SELL PRODUCTS TO, CONTACT, DEAL WITH, SOLICIT AWAY, NEGOTIATE OR PARTICIPATE IN ANY TRANSACTIONS WITH ANY OF THE SHELLBACK CONTACTS WITHOUT SHELLBACK’S PRIOR WRITTEN PERMISSION. SELLER AGREES THAT FOR THE TERM OF ALL POs UNDER THIS AGREEMENT AND FOR 10 YEARS AFTER THE EXPIRATION OR TERMINATION OF THE LAST PO UNDER THIS AGREEMENT, SELLER SHALL NOT: (X) CONTACT ANY CUSTOMERS REGARDING ANY PRODUCTS AND SERVICES PROVIDED TO SHELLBACK UNDER THIS

- AGREEMENT, OR ANY SIMILAR PRODUCTS AND SERVICES; OR (Y) DIRECTLY OR INDIRECTLY INTERFERE WITH, CIRCUMVENT OR ATTEMPT TO CIRCUMVENT, OR SOLICIT AWAY OR ATTEMPT TO SOLICIT AWAY SHELLBACK'S INTEREST OR RELATIONSHIP WITH SUCH CUSTOMERS. SELLER AGREES THAT FOR THE TERM OF ALL POs UNDER THIS AGREEMENT AND FOR 1 YEAR AFTER THE EXPIRATION OR TERMINATION OF THE LAST PO UNDER THIS AGREEMENT, SELLER SHALL NOT SOLICIT AWAY, OR ATTEMPT TO SOLICIT AWAY, ANY OF SHELLBACK'S EMPLOYEES OR CONTRACTORS.
2. SHELLBACK or its Customers retain the sole and exclusive ownership of and title in and to all intellectual property rights, including but not limited to patent rights, trademarks and service marks, copyright rights, mask works, and trade secrets ("IPR"), associated with all materials, specifications, data, and other information provided to Seller by SHELLBACK or its Customers, which may include third party Confidential Information, and Confidential Information marked with the names of SHELLBACK affiliates formerly owned by third parties (including, without limitation, Applied Materials, LAM, Varian, Semitool, and Rhotech) (collectively, "Materials"). With respect to any work developed, created, or produced in the course of or pursuant to the performance of Services under this Agreement, or derivatives of or modifications to Materials created by or for Seller (collectively, "Work Product"), Seller hereby assigns to SHELLBACK title to any and all IPR worldwide in all Work Product, and warrants that all Work Product and Products shall not infringe or misappropriate any third-party IPR. Seller shall require that all contractors and vendors assign their IPR in Work Product consistent with SHELLBACK's rights under this Section, and agrees to execute all papers and documents to effect this assignment, to assist SHELLBACK with the protection, maintenance and enforcement of SHELLBACK's rights under this Section, and to take other actions as may be reasonably requested by SHELLBACK. If any of the Work Product or Products fail to conform to the foregoing warranties, Seller shall, at SHELLBACK's option, replace or modify the Work Product or Products in a manner reasonably satisfactory to SHELLBACK to make them non-infringing, or procure for SHELLBACK (and its Customer, if applicable) the right to use the Work Product or Products at no additional cost. SHELLBACK grants to Seller the limited right to use SHELLBACK Confidential Information, and SHELLBACK and Customer IPR incorporated into the Materials and the Work Product, solely to perform Seller's obligations under this Agreement.
  3. Each party and its affiliates ("Receiving Party") shall hold in confidence and not disclose or make the other party's ("Disclosing Party") Confidential Information available to anyone, other than to its own employees, agents, contractors, and vendors having a need to know for the applicable PO.
    1. "Confidential Information" includes, without limitation, the following, information that has been prior to the execution of this Agreement or may hereafter be disclosed to Receiving Party by Disclosing Party, whether written, oral, visual, schematic, pictorial, electronic, audio tapes, video tapes, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, human or machine readable documents, or otherwise, and whether or not marked or otherwise identified as confidential: information relating to actual or potential customers or suppliers; know-how, techniques, methods, technical information, flow charts, software programs, software libraries, data and databases, formulae, compositions, research and development plans or information, test results, product designs, models, prototypes, specifications, roadmaps, processes, and procedures; manufacturing designs, bills of material, know-how, techniques, methods, technical information, flow charts, software programs, software libraries, data and databases, specifications,

processes, and procedures; accounting, finance or tax information, pricing information, cost systems, pending business transactions; marketing plans, business plans, strategies, forecasts, budgets, pricing, projections; any information relating to corporate and/or operational structure, personnel, salaries, and qualifications of employees; lists of customers and potential customers; product procurement leads and customer leads; and financial, confidential and proprietary information of customers, suppliers, and other third parties received by Disclosing Party; all other non-public information relating to the Disclosing Party's Business; and all derivative works and improvements to the foregoing. Disclosing Party retains the right to determine, in its sole discretion, what information it wishes to make available to Receiving Party, and Disclosing Party makes no representation or warranty (express or implied) concerning the completeness or accuracy of the Confidential Information, except for Seller's warranties relating to Products and Work Product under this Agreement. The parties specifically agree that "SHELLBACK Confidential Information" shall include, without limitation, the SHELLBACK Contacts, the Materials, the Work Product, Specifications, the identity and location of Customers, Customer particular needs, requirements and specifications, and any information regarding Customer contract terms, prices, fees, financing arrangements, forecasts, projections or business. Confidential Information shall not include any of the following: (i) such information in the public domain at the time of the disclosure, or subsequently comes within the public domain, other than as a result of a breach of this Agreement by Receiving Party, its affiliates, or their respective representatives; (ii) such information which was in the possession of Receiving Party at the time of disclosure that may be demonstrated by business records of Receiving Party and was not acquired, directly or indirectly, from Disclosing Party; (iii) such information which Receiving Party acquired after the time of disclosure from a third party who did not require Receiving Party to hold the same in confidence and who did not acquire such technical information from Disclosing Party; or (iv) such information is approved for release by prior written authorization of Disclosing Party.

2. Receiving Party shall:

1. Receive and maintain the Confidential Information in confidence;
2. Not use or reproduce the Confidential Information or any part thereof without the express prior written consent of Disclosing Party except as expressly permitted in this Agreement;
3. Not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any Person, firm or corporation without the express prior written consent of Disclosing Party;
4. Limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Disclosing Party to those affiliates and representatives, if any, of the Receiving Party who have a need to know and an obligation to protect it, and require execution of confidentiality agreements with obligations substantially similar to those in this section by each representative and supplier of the Receiving Party and those of its Affiliates;
5. Not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus or device similar to any method, system, apparatus or device embodied in the Confidential Information unless expressly authorized in writing by Disclosing Party;

6. Utilize reasonable efforts to protect and safeguard the Confidential Information from loss, theft, destruction, or the like, and at a minimum efforts; and
        7. Advise Disclosing Party in writing (within three (3) business days) in the event Receiving Party becomes aware of any misappropriation or misuse of any Confidential Information by any Person, and provide reasonable assistance to Disclosing Party in any proceeding or related lawsuits.
  3. If Receiving Party, its affiliates, or any of their employees, agents, contractors and/or vendors are requested or required by law, regulation, or legal process to disclose any of Disclosing Party's Confidential Information, Receiving Party shall provide Disclosing Party reasonable prior written notice of any such request or requirement so that Disclosing Party may seek a protective order or other appropriate remedy. Receiving Party shall use its best efforts to preserve the confidentiality of Disclosing Party's Confidential Information in such event, including without limitation, by cooperating with Disclosing Party to obtain a protective order or other reliable assurance of confidential treatment. Upon the earlier of termination of this Agreement or request of Disclosing Party, Receiving Party shall promptly return Disclosing Party's Confidential Information and provide certification to Disclosing Party that all such Confidential Information has been returned. The terms in this Section and of these T&Cs shall supersede the terms of any and all prior non-disclosure agreements executed by the parties.
  4. Each party agrees that if it should violate or threaten to violate the terms of this Section, the other party will be irreparably harmed and will have no adequate remedy at law. Each party therefore agrees that the non-breaching party is entitled to seek and obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction, and a judgment of permanent injunctive relief against it to prevent any violations or threatened violations of its obligations, without any requirement of a bond. Pursuing such remedies in no way limits a party's right to pursue all other remedies at law and in equity.
2. **ORDERS; PRICES; PAYMENTS; RECORDS.** Time is of the essence regarding Seller's fulfillment of SHELLBACK's PO. All invoices, PO acknowledgements, packing slips, packages, and other correspondence shall include the applicable PO number. Prices are those accepted by SHELLBACK in writing, including but not limited to prices described in the PO (the "Price"). All prices quoted for Products and Services are final, and include all commissions, applicable sales, use, excise, withholding, value-added or other taxes, duties, shipping, packaging, labeling, storage, insurance, and boxing or crating charges, unless otherwise indicated in the PO or in written correspondence from SHELLBACK. All payments shall be made in U.S. Dollars and the payment terms shall be as set forth on the applicable PO. No cancellation charges shall be owed for Standard Products. In the event that SHELLBACK requests the cancellation of a PO for Custom Products, SHELLBACK and Seller may agree in writing regarding appropriate cancellation charges, based on the actual time and materials incurred by Seller in manufacturing the Products ordered in the applicable PO prior to the date the PO is cancelled, at Seller's then-current hourly rates and for Seller's out-of-pocket costs (without markup) only for any specialized materials that cannot be reused by Seller for other customers ("Cancellation Charge"). In addition to other rights and remedies available to it under this Agreement, at law or in equity, if Seller breaches any provision of this Agreement, or if any person or entity asserts a claim or lien against SHELLBACK, its Customer, or their property or facilities relating to Seller's breach of this Agreement, SHELLBACK shall have the right to withhold from payments due or to become due amounts sufficient to cover all claims, losses, damages and expenses, until Seller's breach has been

cured or the claim or lien has been released, discharged, or terminated to SHELLBACK's satisfaction. All communication between SHELLBACK and Seller relating to SHELLBACK's purchase shall be between SHELLBACK's designated purchasing representative and Seller's authorized representative. Seller will not be eligible for compensation from SHELLBACK for unauthorized activities. SHELLBACK shall have the right to correct clerical errors or omissions in POs and Specifications. Upon the earlier of termination of the applicable PO or this Agreement, or request of SHELLBACK, Seller shall promptly return all property owned by SHELLBACK or its Customers to SHELLBACK, and shall provide certification to the SHELLBACK that all such property has been returned. Seller shall keep records of all POs and related documents under this Agreement for 3 years following completion of the applicable PO, including at a minimum model number, quantity, price, date of sale and ship-to address for each Product sold. Upon SHELLBACK's written request, Seller will provide access to Seller's records for audit by SHELLBACK. If an audit discloses any overcharges, Seller will promptly, at SHELLBACK's option, either pay the overage to SHELLBACK, or credit the overage against amounts owed by SHELLBACK to Seller. In either case, Seller shall bear the costs of such audit.

3. **SHIPPING; DELIVERY.** Seller must comply with the shipping method set forth in the applicable PO. If no shipping method is set forth in the applicable PO, Seller shall use a shipping method that is suitable for the type of Products or Work Product shipped. In all cases, Seller shall package and ship Products and Work Product in compliance with all applicable laws, regulations, rules, and other good business practices. A packing list that includes the applicable PO number, SHELLBACK part number, description or the Products and/or Work Product, quantity of Products must accompany each shipment, and copies of any applicable CERTIFICATES OF COMPLIANCE or other vendor qualification data required under Section 5. Seller acknowledges that SHELLBACK relies on the timeliness of Seller's Products and Services and Work Product for SHELLBACK's timely completion of products and services for SHELLBACK's Customers. If Products or Work Product do not arrive by the delivery date set forth in the PO or as otherwise agreed in writing ("Delivery Date"), and Seller fails to communicate late delivery information before such Delivery Date, SHELLBACK may take either or both of the following actions: (i) the applicable PO may be canceled by SHELLBACK without payment of any Cancellation Charge; and (ii) SHELLBACK may return the applicable Products and/or Work Product to Seller at Seller's expense. Unless otherwise specified in the applicable PO, delivery terms shall be ExW (Ex Works) to the "Ship To" location in the applicable PO (INCOTERMS 2010). Title shall transfer to SHELLBACK at the ExW point after unloading. Seller shall pay all costs of transportation, including without limitation all insurance costs, import duties, and shipping costs, until delivery to the applicable "Ship To" location.
4. **INSPECTIONS; ACCEPTANCE.** Prior to delivery, Seller must inspect all Products and Work Product for conformity with all Specifications and the applicable PO. Seller must provide a completed SHELLBACK "CERTIFICATE OF COMPLIANCE" or other similar vendor qualification data required for Custom Products or Work Product, as set forth in a mutually agreed inspection plan included in the applicable PO or as otherwise agreed in writing by the parties ("Inspection Plan"). SHELLBACK will not accept any Custom Products or Work Product without the completed documentation required in the applicable Inspection Plan. All Products and Work Product are received subject to inspection and testing by SHELLBACK and SHELLBACK's Customers (if applicable). Products and Work Product shall conform to all Specifications, the applicable PO, and this Agreement. If SHELLBACK or its Customer determines the Products and/or Work Product do not conform to Specifications, SHELLBACK may reject such Products and/or Work Product and cancel any unshipped portion of the applicable PO, and Seller shall refund to SHELLBACK all amounts previously paid related to the PO. Rejected Products and/or Work Product may be returned to Seller at Seller's expense and risk. Payment for Products and/or Work Product prior to inspection shall not constitute

acceptance and shall be made without prejudice to any claims SHELLBACK may have against Seller.

5. **OTHER SELLER OBLIGATIONS.**

1. Seller shall use its best efforts to comply with the EICC (Electronics Industry Code of Conduct) standards, and the 2012 UN Guiding Principles on Human Rights and Business. Seller, its affiliates, and their owners, directors, officers, employees, agents, contractors, and vendors shall comply with all applicable laws, codes, rules, regulations and ordinances, including without limitation those restricting the use of child, involuntary, and forced labor, and applicable industry codes and standards ("Legal and Industry Requirements"), including without limitation, the U.S. Export Administration Regulations and Foreign Assets Control Regulations ("Export Laws"). Seller shall not transfer, share, export or re-export any Materials, Work Product, or related technical data ("Restricted Information") with or to persons or destinations restricted by such Export Laws without prior authorization of the applicable government agency. Seller represents and warrants that neither Seller nor its affiliates, or their owners, directors, officers, employees, agents or contractors are: (a) directly or indirectly owned or controlled by any person currently included on the U.S. Specially Designated Nationals Lists or the U.S. Foreign Sanctions Evaders List (collectively "SDN Lists") maintained by the U.S. Office of Foreign Assets Control, Department of the Treasury ("OFAC"); (b) currently the subject of any investigation by OFAC or any other governmental authority, or directly or indirectly owned or controlled by any person or entity currently the subject of any sanctions investigation; or (c) located, organized or resident in Cuba, Iran, North Korea, Syria, Sudan or any other country or territory that is, or whose government is, subject to a trade embargo imposed by OFAC or any other government entity. Seller acknowledges and understands that U.S. antiboycott and anti-terrorism laws, regulations, and rules may apply to this Agreement, including but not limited to the USA PATRIOT Act and Executive PO 13224 ("Anti-Terrorism/Anti-Boycott Laws"), and Seller, its affiliates, and their owners, directors, officers, employees, agents, and contractors, are shall comply with all applicable Anti-Terrorism/Anti-Boycott Laws. Seller shall maintain all records required under applicable Legal and Industry Requirements.
2. SHELLBACK is an environmentally conscious company and requires that its vendors be environmentally conscious as well. Upon SHELLBACK's request, Seller must provide proof of the following: (a) established and monitored safety and environmental compliance programs, including but not limited to, those relating to OSHA, SDS data, hazardous or ozone-depleting substances, and federal, state, and local regulatory disclosure obligations; (b) monitoring and measurement of Seller's use of greenhouse gases, conflict minerals and hazardous substance emissions, as required by applicable Legal and Industry Requirements; (c) documentation regarding Seller's energy conservation program; and (d) Seller's management's review of Seller's environmental programs and goals.

6. **WARRANTIES.** Seller warrants that all Products and Work Product shall be free from defects in design, materials and workmanship, and shall comply with the Specifications, for 12 months from the date of delivery. Seller shall re-perform any Services that SHELLBACK determines, in its sole discretion, do not conform to applicable Specifications, the applicable PO, this Agreement, and to applicable industry standards. If any of the Products or Work Product fail to conform to these warranties, Seller shall, at SHELLBACK's option: (i) repair or replace the Products or Work Product so that they so conform, or (ii) refund to SHELLBACK the replacement cost for any defective Products or Work Product, in addition to labor and other costs incurred by SHELLBACK or its Customer in the removal and replacement of such Products or Work Product. Seller shall be liable to SHELLBACK for all charges incurred by SHELLBACK to replace any defective Products and/or Work Product at Customer sites,

including but not limited to, airfare, hotel accommodations, and SHELLBACK employee and/or contractor compensation. Seller represents and warrants that: (y) the Products and Work Product shall be delivered with good and merchantable title, free and clear of all liens and encumbrances; (z) the Products and Work Product shall comply with and be manufactured, priced, sold and labeled in compliance with all Legal and Industry Requirements.

7. **INDEMNIFICATION.** Each party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other, its customers, and their respective directors, officers, members, and employees ("Indemnified Party(ies)") from and against all losses, liabilities, damages, fines, costs, expenses, and amounts paid in settlement or under judgments (including without limitation attorneys' fees) relating to third party claims, actions, and demands ("Claims"), relating to (i) the Indemnifying Party's breach of this Agreement, or (ii) the negligent acts or omissions or willful misconduct of the Indemnifying Party, its affiliates, or their agents, employees and contractors. The Indemnified Party shall deliver to the Indemnifying Party any notice or papers served upon it in any proceeding covered by these indemnification obligations, and the Indemnifying Party will defend the same at its expense. The Indemnified Party shall, however, have the right to participate in the defense at its own expense. The Indemnified Party shall provide to the Indemnifying Party reasonably requested information, assistance and authority, at the Indemnifying Party's expense, to assist the Indemnifying Party in defending against such Claims. In no event shall the Indemnified Party incur any obligation of any kind as a result of agreement or settlement by the Indemnifying Party of any Claims without the prior written consent of the Indemnified Party.
8. **LIMITATION OF LIABILITY.** EXCEPT FOR DAMAGES RELATING TO BREACH OF A PARTY'S OBLIGATIONS IN SECTION 2, AND A PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 8, IN NO EVENT SHALL EITHER PARTY OR THEIR AFFILIATES BE LIABLE TO THE OTHER FOR ANY EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OF ANTICIPATED PROFITS, LOSS OF GOODWILL, LOSS OF DATA, OVERHEAD OR OTHER ECONOMIC LOSS, WHETHER SUCH DAMAGES ARISE FROM AGREEMENT BREACH, STATUTE, STRICT LIABILITY, NEGLIGENCE, OR INDEMNIFICATION OBLIGATIONS, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF DAMAGES.
9. **GOVERNING LAW; DISPUTE RESOLUTION.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona and the United States, without regard to its conflicts of laws rules. No U.S. Government Procurement Regulations are included in this Agreement, nor are binding on either party unless specifically agreed in writing. The United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended from time to time, are excluded from application to this Agreement. Any and all disputes relating to this Agreement, or the breach thereof, shall be exclusively referred to and finally resolved by one arbitrator in an arbitration administered by the International Chamber of Commerce ("ICC") under the ICC arbitration rules in force when the notice of arbitration is submitted ("ICC Rules"). The location of the arbitration shall be Phoenix, Arizona, USA, and the arbitration shall be conducted in the English language. The award of the arbitrator shall be made in writing, shall be final and binding on the parties and their successors, shall be the sole and exclusive remedy between the Parties regarding any and all claims and counterclaims, and shall not be subject to appeal, and may be entered as a final judgment in any court of competent jurisdiction, including without limitation pursuant to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958). In any action filed or commenced pursuant to this provision, the parties further waive all objections to personal jurisdiction or venue. The award shall be payable in U.S. dollars, free of any tax and other deduction, and within the timeframe ordered by the arbitrator. By agreeing to arbitrate, both parties waive all right to bring a court action and have a jury trial. The parties

agree that service of process may be made by a law firm in the Territory or the United States, as applicable, or by internationally-recognized express delivery services (e.g., FedEx or DHL). The prevailing party in any arbitration or other legal action between the parties relating to this Agreement will be entitled to an award of its reasonable attorneys' fees and arbitration and court costs, and the arbitrator or court shall specifically identify the "prevailing party" for this purpose in the arbitration or other award. The parties shall keep confidential the existence and details of any proceedings under this Section, including the parties' submissions and evidence, and any awards (their content, reasons and result), except to the extent that such documents or information are in the public domain or their disclosure is required by a statutory duty or is reasonably necessary to protect or pursue a legal right or remedy relating to any award or this Agreement. Prior to the appointment of the arbitrator pursuant to this Section, the parties may request provisional and urgent measures to any court having jurisdiction over the parties, or to the ICC Emergency Arbitrator in accordance with the ICC Rules, including requesting an emergency, telephonic hearing. After appointment of the arbitrator, the arbitrator shall have authority to uphold, overturn or modify measures previously granted by the relevant court or by the Emergency Arbitrator. The request of such judicial measures shall not be construed as a waiver of this arbitration agreement or of the arbitration as the sole dispute settlement mechanism between the parties.

10. **MISCELLANEOUS. Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon delivery if delivered personally, by confirmed email, or upon receipt if sent by international courier or by facsimile with confirmed receipt, and shall be in the American English language. **Entire Agreement; Order of Precedence.** This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written and oral agreements with respect to such subject matter. The official language of this Agreement is English. Regardless of whether this Agreement is translated into one or more other languages for any purpose, the English form of this Agreement shall control and determine the interpretation of this Agreement. This Agreement may not be amended except in writing signed by an authorized officer of each of the parties. If there is any conflict between these T&Cs, an NDA (if applicable), a PO, or Specifications, the following order of precedence shall apply: (a) the PO; (b) these T&Cs; (c) the NDA; and (d) Specifications. **Severability; Waiver.** If any provision of this Agreement is held to be illegal, null and void or unenforceable, such determination shall not affect the remainder of this Agreement, and the remainder shall remain in full force and effect. Waiver by a party of a breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach. Independent Contractor. Seller is an independent contractor and under no circumstances shall any Seller personnel be deemed employees of SHELLBACK or any Customer. Seller has no authority act for SHELLBACK or any Customer in any manner, or to make commitments of any kind for the account of or on behalf of Customer or SHELLBACK. **Assignment.** Seller may not transfer or assign this Agreement or any PO, or any of its rights or obligations, without the prior written consent of SHELLBACK, which SHELLBACK may withhold in its sole discretion. Transfer of a controlling interest in Seller to a third party shall be deemed an assignment of this Agreement. This Agreement shall be binding upon and inure to the parties' respective successors and permitted assigns. **Force Majeure.** SHELLBACK shall not be liable for any delay or failure to perform any obligation if such delay or failure is caused by or made impractical or commercially unreasonable by any cause beyond the reasonable control of SHELLBACK. **Survival.** Terms that by their nature should survive the expiration of termination of this Agreement shall so survive.