

OPTILENSUSA CUSTOMER TERMS - PORTFOLIO

1. **Parties.** These terms represent the agreement (“**Agreement**”) that governs the purchase of products from Optilensusa Lab Inc with an address at 13004 MURPHY RD STE 226 STAFFORD, TX 77477-3961 identified in the signature section below (“**OPTILENSUSA**”) by the Customer entity identified below (“**Customer**”).
2. **Orders.** “**Order**” means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference (“**Supporting Material**”). Supporting Material may include (as examples) product lists, price lists, data sheets and their supplements, and statements of work (SOWs), published warranties and may be available to Customer in hard copy or by accessing a designated OPTILENSUSA website.
3. **Scope and Order Placement.** These terms may be used by Customer either for a single Order or as a framework for multiple Orders.
4. **Order Arrangements.** Customer may place orders with OPTILENSUSA through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a delivery date.
5. **Prices and Taxes.** Prices will be as quoted in writing by OPTILENSUSA or, in the absence of a written quote, as set out on our website, customer-specific portal, or OPTILENSUSA published list price at the time an order is submitted to OPTILENSUSA. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted. If a withholding tax is required by law, please contact the OPTILENSUSA order representative to discuss appropriate procedures. OPTILENSUSA will charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing professional services.
6. **Invoices and Payment.** Customer agrees to pay all invoiced amounts within thirty (30) days of OPTILENSUSA’s invoice date. OPTILENSUSA may suspend or cancel performance of open Orders or services if Customer fails to make payments when due.
7. **Title.** Risk of loss or damage and title for products will pass upon delivery to Customer or its designee. Where permitted by law, OPTILENSUSA retains a security interest in products sold until full payment is received.
8. **Delivery.** OPTILENSUSA will use all commercially reasonable efforts to deliver products in a timely manner.
9. **Limited Warranties.** Limited Warranties shall be provided in the applicable Supporting Material or Order Form.
10. **Eligibility.** OPTILENSUSA’s service, support and warranty commitments do not cover claims resulting from:
 1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
 2. Modifications or improper system maintenance or calibration not performed by OPTILENSUSA or authorized by OPTILENSUSA;

3. failure or functional limitations of any non-OPTILENSUSA software or product impacting systems receiving OPTILENSUSA support or service;
 4. malware (e.g. virus, worm, etc.) not introduced by OPTILENSUSA; or
 5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond OPTILENSUSA's control.
11. **Product Performance.** All OPTILENSUSA-branded products are covered by OPTILENSUSA's limited warranty statements that are provided with the products or otherwise made available. Warranties begin on the date of delivery. Non-OPTILENSUSA branded products receive warranty coverage as provided by the relevant third party supplier.
 12. **Product Warranty Claims.** When we receive a valid warranty claim for an OPTILENSUSA product, OPTILENSUSA will either repair the relevant defect or replace the product. If OPTILENSUSA is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to OPTILENSUSA. OPTILENSUSA will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to OPTILENSUSA.
 13. **Dependencies.** OPTILENSUSA's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
 14. **Change Orders.** We each agree to appoint a principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties.
 15. **Remedies.** This Agreement states all remedies for warranty claims. To the extent permitted by law, OPTILENSUSA disclaims all other warranties.
 16. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement.
 17. **Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose.
 18. **Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. OPTILENSUSA does not intend to have access to personally identifiable information ("PII") of Customer in providing services. To the extent OPTILENSUSA has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. OPTILENSUSA will use any PII to which it has access strictly for purposes of delivering the services ordered.
 19. **Global Trade compliance.** If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws

and regulations and for obtaining any required export or import authorizations. OPTILENSUSA may suspend its performance under this Agreement to the extent required by laws applicable to either party.

- 20. Limitation of Liability.** OPTILENSUSA's liability to Customer under this Agreement is limited to the amount payable by Customer to OPTILENSUSA for the relevant Order. Neither Customer nor OPTILENSUSA will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; wilful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.
- 21. Disputes.** If Customer is dissatisfied with any products or services purchased under these terms and disagrees with OPTILENSUSA's proposed resolution, we both agree to promptly escalate the issue to a Vice President (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.
- 22. Force Majeure.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
- 23. Termination.** Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.
- 24. General.** This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. The Agreement will be governed by the laws of the country of OPTILENSUSA or the OPTILENSUSA Affiliate accepting the Order and the courts of that locale will have jurisdiction, however, OPTILENSUSA or its Affiliate may, bring suit for payment in the country where the Customer Affiliate that placed the Order is located. Customer and OPTILENSUSA agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Claims arising or raised in the United States will be governed by the laws of the state of TEXAS, excluding rules as to choice and conflict of law.