

**PRISM WORLDWIDE, LLC (“PRISM”)
TERMS AND CONDITIONS OF SALE
May 2020**

These terms and conditions of sale (these “Terms”) are the only terms which govern the sale of any and all products (“Products”) by Prism to any purchaser of Products sold by Prism (each a “Buyer”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering sale of the Products, the terms and conditions of the contract shall prevail only to the extent they are inconsistent with these Terms. The accompanying Order Acknowledgement (the “Sales Confirmation”) and these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase, and fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

1. Delivery. The Products will be delivered within a reasonable time after receipt of Buyer’s purchase order, subject to availability of finished Products. Prism shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by the parties, items will ship FOB Shipping Point; Prism’s standard methods for packaging and shipping such Products. Prism may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order. If for any reason Buyer fails to accept delivery of any of the Products on the date at the Delivery Point, or if Prism is unable to deliver the Products at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Buyer; (ii) the Products shall be deemed to have been delivered; and (iii) Prism, at its option, may store the Products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

2. Non-Delivery. The quantity of any installment of Products as recorded by Prism on dispatch or delivery to carrier from Prism’s place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence to the contrary. Prism shall not be liable for any non-delivery of Products (even if caused by Prism negligence) unless Buyer gives written notice to Prism of the non-delivery within five (5) business days of the date when the Products would in the ordinary course of events have been received. Any liability of Prism for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice to reflect the actual quantity delivered.

3. Quantity. If Prism delivers to Buyer a quantity of Products of up to 5% more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Products or any portion thereof by reason of the surplus or shortfall and shall pay for the Products on the basis of the price set forth in the Sales Confirmation adjusted pro rata.

4. Shipping Terms. Delivery shall be made FOB Shipping Point unless Buyer and Prism otherwise agree that Buyer shall arrange transportation in which case delivery shall be made FOB Prism's facility in Reno, Nevada.

5. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Product to the carrier.

6. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of Prism and Buyer.

7. Inspection and Rejection of Nonconforming Products. Buyer shall inspect the Products within five (5) business days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies Prism in writing of any Nonconforming Products during the Inspection Period and furnishes written evidence as required by Prism, including but not limited to a representative sample of such Nonconforming Products. "Nonconforming Products" means only the following: (i) product shipped is different than identified in Buyer's order; or (ii) product differing materially in specifications from those agreed to by Prism and Buyer and identified on Buyer's Sales Confirmation.

8. Price. Buyer shall purchase the Products from Prism at the prices (the "Prices") set forth in Prism's published price list in force as of the date of shipping/Buyer's Sales Confirmation or a negotiated price outlined on the Sales Confirmation. Buyer shall provide Prism with properly completed exemption certificates for any tax from which Buyer claims exemption. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Prism's income, revenues, gross receipts, personnel or real or personal property or other assets.

9. Payment Terms. Buyer shall pay all invoiced amounts due to Prism within thirty (30) days from the date of Prism's invoice. Buyer shall make all payments hereunder by Electronic transfer of funds and in US dollars. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Prism for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Prism does not waive by the exercise of any rights hereunder), Prism shall be entitled to suspend the delivery of any Products if Buyer fails to pay any amounts when due hereunder and such failure continues for

thirty (30) days following written notice thereof. Prism reserves the right to withhold shipment for Buyer's: (i) late payment; (ii) non-payment; or (iii) failure to provide reasonable assurance of payment upon Prism's request.

10. Limited Warranty. Prism warrants to Buyer that at time of shipment of the Product, such products will materially conform to Prism standard specifications or to the extent such specifications are modified samples approved by the Buyer and documented in the Sales Confirmation. EXCEPT FOR THE WARRANTY SET FORTH HEREIN, PRISM MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Products. Third Party Products are not covered by the warranty herein. For the avoidance of doubt, PRISM MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Prism shall not be liable for a breach of the foregoing warranty unless: (i) Buyer gives written notice of the defect, reasonably described, to Prism within ten (10) business days of the time when Buyer discovers or ought to have discovered the defect; (ii) Prism is given a reasonable opportunity after receiving the notice to examine such Products and Buyer (if requested to do so by Prism) returns such Products to Prism's place of business at Prism's cost for the examination to take place there; and (iii) Prism reasonably verifies Buyer's claim that the Products are defective. In addition, Prism shall not be liable for a breach of the warranty if: (i) Buyer makes any further use of such Products after giving such notice; (ii) the defect arises because Buyer failed to follow Prism's oral or written instructions as to the storage, use, installation, commissioning, or maintenance of the Products; or (iii) Buyer alters the Products. Prism shall, in its sole discretion, either: (i) [repair] or replace such Products (or the Non-Conforming portion thereof) or (ii) credit or refund the price of such Products at the pro rata contract rate provided that, if Prism so requests, Buyer shall, at Prism's expense, return such Products to Prism. THE FOREGOING REMEDIES SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND PRISM'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HERE.

11. Limitation of Liability. IN NO EVENT SHALL PRISM BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR

PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT PRISM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL PRISM'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO PRISM FOR THE PRODUCTS SOLD HEREUNDER. This limitation of liability shall not apply to: (i) liability resulting from Prism's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Prism's acts or omissions.

12. Safety and Health Indemnity. Buyer acknowledges that Prism has furnished Product literature or information such as Safety Data Sheets ("SDS") that include warnings and safety and health information related to the Products furnished hereunder. Buyer shall: (i) familiarize itself with such information; (ii) adopt and follow safe handling, storage, transportation, use, treatment and disposal practices with respect to the Products furnished hereunder, including, without limitation, special care and practices as Buyer's use of the Products requires including, without limitation, all such practices required by applicable laws; (iii) instruct its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use transportation and disposal of the goods furnished hereunder (including, without limitation, information contained in Prism's most recent SDS); and (iv) comply with applicable safety and environmental laws and take action necessary to avoid spills or other dangers to persons, property or the environment. Prism may suspend shipment of Products and/or cancel this Agreement on five (5) days' notice if Buyer fails to comply with any of its obligations under this section. With the exception that this provision shall in no event be construed to require indemnification by Buyer to a greater extent than permitted under the law, Buyer shall indemnify, defend and hold harmless Prism, and its members, officers, agents, directors, partners, employees, affiliates, parents and subsidiaries, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, of every kind and nature whatsoever ("Claims") arising out of or in any way relating to Buyer's actual or alleged failure to comply with any of its commitments under this section. The foregoing obligations shall apply notwithstanding that Buyer is not negligent or actively involved in the events that give rise to the Claims. The obligations under this paragraph and shall extend to Claims occurring after this purchase and sale transaction is terminated or completed as well as while it is in force. To the greatest extent permitted by law, the duties to indemnify, defend and hold harmless shall apply regardless of any active and/or passive negligent act or omission of Prism or of any other person to be indemnified hereunder. Buyer, however, shall not be obligated under these Terms to indemnify, defend, and hold harmless Prism against Claims arising from its sole negligence or willful misconduct. The duty to defend is a separate covenant. The foregoing duties are not limited, waived, or impaired by workers compensation statutes or insurance or by any other insurance coverage.

13. Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any resale of the Products by Buyer. Buyer assumes all responsibility for shipments of Products requiring any government import clearance. Prism may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

14. Termination. In addition to any remedies that may be provided under these Terms, Prism may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for sixty (60) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

15. Waiver. No waiver by Prism of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Prism. No failure to exercise or delay exercising any right, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof.

16. Confidential Information. All non-public, confidential or proprietary information of Prism, including but not limited to specifications, composition, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Prism to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Prism in writing. Upon Prism's request, Buyer shall promptly return all documents and other materials received from Prism. Prism shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (i) in the public domain; (ii) known to Buyer at the time of disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.

17. Force Majeure. Prism shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Prism 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 or 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.

18. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Prism. Any purported assignment or delegation in violation hereof is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

19. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

21. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision. Prism and Buyer explicitly exclude the application of the United Nations Convention on the International Sale of Goods (1980).

22. Notices. All notices, request, 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 on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (i) upon receipt of the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.