Terms and Conditions of Sale

Documentation

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Roll-2-Roll Technologies LLC
1110 S Innovation Way Dr
Stillwater, OK 74074
https://r2r.tech

1. DEFINITIONS

"Acknowledgment" means the Seller's written recognition of receipt of the Order from the Buyer, documented through a Sales Order recorded and sent to the Buyer via email.

"Buyer" means any individual, company, firm, or organization placing an order with the Seller.

"Conditions" means this agreement outlining the terms and conditions of sale.

"Confidential Information" means all proprietary or confidential information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, technical data, manufacturing techniques, pricing information, customer lists, documentation, software, algorithms, hardware specifications, and any other proprietary information relating to the Products or Services, whether disclosed orally or in written, electronic, or other form, and whether or not marked as "confidential."

"Intellectual Property" means any and all copyrights, patents, trademarks, trade secrets, know-how, trade names, logos, Software, documentation, technical and manufacturing techniques, concepts, methods, designs, specifications, and other proprietary information relating to the Products or Services.

"Order" means any order or contract between Buyer and Seller for the sale of Products or supply of Services.

"Products" means any goods or products supplied by the Seller to the Buyer.

"Seller" means Roll-2-Roll Technologies LLC.

"Services" means any services performed by the Seller for the Buyer.

"Software" means algorithms or software that: (i) control the Products or Services, (ii) enable visualization of the performance of the Products or Services, (iii) provide a user interface to interact with the Products or Services, (iv) enable adjustments of the parameters of the Products or Services, or (v) enable

communication with the Products or Services.

2. TERMS AND ORDER ACCEPTANCE

2.1 Payment Terms

a. Net thirty (30) days for qualified customers (or as explicitly stated in the Order Acknowledgment).
b. Payments shall be made in USD (US Dollar).
c. Payments delinquent for 90 days or more will be subject to a penalty of 1.5% per month (18% per year).
d. The Seller reserves the right to:
    - Modify credit terms based on Buyer's financial condition
    - Require advance payment or security
    - Suspend deliveries for payment defaults
    - Decline to make deliveries whenever reasonable doubt exists as to Buyer's financial responsibility

2.2 Order Acceptance

a. Buyer's Order is accepted only upon these Conditions.
b. No additional terms shall become part hereof without written approval of Seller.
c. All acceptances and Orders are subject to approval by Seller and are non-binding until Seller's Acknowledgment is sent.
d. No waiver or deviation from these terms shall be binding unless in writing, signed by an executive officer of the Seller.
e. Any terms or provisions of the Buyer's order which are not expressly contained in Seller's Acknowledgment shall not be binding on the Seller.
f. Terms are accepted by Buyer if no written objection is sent to Seller within five (5) days from receipt of these Conditions.

2.3 Special Payment Terms

For custom products, blanket orders, and order value in excess of $20,000:

- 30% payment due at order placement
- 30% due at shipment
- 40% due Net 30 days from shipment

3. FORCE MAJEURE

3.1 Force Majeure Events

Neither party shall be liable for any failure or delay in performing its obligations hereunder (except Buyer's payment obligations) when such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to:

a. Acts of God, natural disasters, or extreme weather events
b. Epidemics, pandemics, or public health crises
c. War, civil war, terrorism, riots, or civil unrest
d. Government actions, laws, or regulations
e. Labor disputes, strikes, or lockouts
f. Cyber attacks or widespread technological disruptions
g. Supply chain disruptions or material shortages
h. Transportation disruptions or delays
i. Acts of Buyer, acts of civil or military authority
j. Subcontract delays, priorities, fires, floods
k. Inability to obtain necessary labor, materials, components, or manufacturing facilities
l. Buyer's delay in approving documents related to Products or Services
m. Changes in specifications and designs requested by Buyer after Order Acknowledgment
n. Any other similar events beyond reasonable control

3.2 Force Majeure Procedures

a. The affected party shall promptly notify the other party in writing of:
    - The nature of the force majeure event
    - Its anticipated duration
    - The obligations affected
b. The affected party shall:
    - Use reasonable efforts to minimize the impact
    - Provide regular updates on status
    - Resume performance as soon as practicable
c. In the event of any such delay, Seller shall have the option of:
    - Being excused from further performance, or
    - Extending delivery for a period equal to time lost by reason of delay

d. If force majeure conditions persist for more than 90 days:
    - Either party may terminate affected orders upon written notice
    - Seller shall be compensated for work completed
    - Buyer shall pay for all costs incurred and commitments made

4. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

4.1 Intellectual Property Rights

a. All Intellectual Property rights in the Products and Services remain the exclusive property of Seller.

b. No license or rights are granted to Buyer by implication, estoppel, or otherwise, unless, and only to the extent expressly set forth herein.

c. Buyer shall not:
    - Reverse engineer any Products or Services
    - Copy or reproduce any Software or documentation
    - Remove or alter any proprietary markings
    - File any patents or registrations based on Seller's Intellectual Property
    - Disassemble, decompile, reverse engineer, make improvements to, create derivative works based upon, modify, enhance, adapt, translate, or circumvent any technology that controls access to or permits derivation of the Software

4.2 Confidential Information

a. Buyer agrees to maintain in strictest confidence and not to disclose any Confidential Information received from Seller to any third party except such information which:
    - Can be shown by Buyer to have been in its possession prior to disclosure
    - At time of disclosure is, or thereafter becomes, through no fault of Buyer, part of the public domain
    - Is furnished to Buyer by a third party as a matter of right and without restriction
    - Is independently developed by employees or agents of Buyer without access to Confidential Information
    - Is furnished by Seller without restriction on disclosure
    - Is required by law to be disclosed

b. Buyer shall:
    - Maintain strict confidentiality of all Confidential Information
    - Use Confidential Information solely for purposes of this Agreement

- Limit access to those with a need to know
- Return or destroy Confidential Information upon request

c. These confidentiality obligations survive termination for five (5) years.
d. Seller shall be entitled to injunctive relief for any violation.
e. The provisions of this section shall extend to the agents and employees of Buyer.

4.3 Product Documentation

a. Seller retains ownership of all documentation.
b. Buyer receives limited license to use for internal purposes only.
c. No modification or distribution rights granted.
d. All copies must maintain proprietary notices.

5. WARRANTY AND LIMITATIONS

5.1 Product Warranty

Seller warrants that Products will be:

- Free from defects in material, design, and workmanship
- Materially conform to agreed specifications
- Free from defects in title
- For a period of twelve (12) months from date of shipment of the Order

5.2 Warranty Exclusions

The warranty does not cover defects or damage resulting from:

a. Normal wear and tear
b. Mishandling by Buyer, employees and customers of Buyer
c. Mishandling and damage during shipment transit
d. Improper use or use outside the restrictions of use
e. Unauthorized modifications, adjustments, and/or repairs
f. Integration with non-approved third-party products
g. Improper installation or inadequate maintenance
h. Force majeure events

5.3 Warranty Claims Process

a. Written notice of claimed defects must be given to Seller within thirty (30) days from the date any such defect is first discovered.
b. Product(s) claimed to be defective must be returned to Seller, transportation prepaid by Buyer, with written specification of the claimed defect.
c. Evidence acceptable to Seller must be furnished that the claimed defects were not caused by misuse, abuse, or neglect by anyone other than Seller.
d. If Buyer notifies Seller promptly that Products do not meet warranty, Seller will, at its option:
    - Repair defective Products
    - Replace defective Products

5.4 Disclaimer of Other Warranties

THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.

6. DELIVERY AND RISK OF LOSS

6.1 Delivery Terms

a. Shipping or delivery dates are dependent on materials required to support the Order and based on prompt receipt of all necessary Order information from Buyer.
b. Shipping and delivery dates are estimates only and may change at sole discretion of Seller.
c. Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to causes beyond reasonable control.
d. In absence of explicit instructions for shipment, Seller will at its discretion choose the carrier for shipment.
e. Seller assumes no responsibility for insuring equipment unless specifically requested by Buyer and then at Buyer's expense and valuation.
f. Partial shipments may be made unless Buyer instructs Seller otherwise.

6.2 Prices and Packaging

a. All prices quoted are subject to change in the event of any alterations in specification, quantities, or delivery schedules.
b. Prices are based on Seller's standard packaging and cost of packaging is included in the price.

c. If special handling or crating is required, a charge will be made to cover extra expenses.
d. Seller reserves the right to package materials in pallets, bulk, or individual cartons.
e. Packaging will be a standard commercial package acceptable to commercial carriers.

6.3 Price Changes

a. Roll-2-Roll Technologies LLC will provide Buyer a 60-day price increase notification for standard published prices.
b. Pricing on quotations for specific products will be valid for 30 days.
c. If Buyer requests product changes after issuance of quote but prior to order, quoted prices will be adjusted accordingly.
d. If after Seller's acceptance of Buyer's order, an equitable price cannot be agreed upon within reasonable time, the Order may be terminated by either party upon written notice with compliance to Cancellation section.

6.4 Taxes

a. Prices are subject to sales, use, or other similar taxes.
b. If applicable, Buyer will provide Seller with a tax exemption certificate acceptable to the taxing authorities.

7. CANCELLATION AND RETURNS

7.1 Order Cancellation

a. Orders cannot be canceled, or deliveries deferred after acceptance of Buyer's order by Seller, except with Seller's written consent.
b. Cancellation subject to conditions which shall:
    - Indemnify Seller against liability and expense incurred
    - Compensate for commitments made by Seller
    - Provide for profit on work in process and contract value
    - Provide for parts completed and ready for shipment
c. Orders canceled less than 15 business days before scheduled ship date may incur a cancellation charge equal to 15% of order amount.
d. Full payment will be required for all services already provided.

7.2 Blanket Order Cancellation

a. Blanket order quantity pricing requires:

- Complete delivery schedule for volume being ordered
- All units scheduled to deliver within 12-month period
- 60 days written notice for schedule changes

b. Failure to take delivery of entire ordered volume results in:
   - Back charges equal to difference in quantity price
   - Cancellation charges per cancellation policy
   - Charges for additional inventory allocated to order

7.3 Return Policy

a. Return Material Authorization (RMA) required prior to any return.
b. Roll-2-Roll must assign RMA number before product shipment.
c. 20% restocking charge plus refurbishing costs for returns within 30 days of shipment.
d. Returns must be:
   - In "like new" condition
   - Complete
   - With RMA number visible on shipment
   - Freight prepaid by Buyer
e. Custom Products are not returnable.
f. Progressive restocking charges apply:
   - 31-60 days: 40%
   - 61-90 days: 50%
   - 91-120 days: 60%
   - 121-180 days: 80%
   - Beyond 180 days: No credit given

8. SOFTWARE AND LICENSE TERMS

8.1 Software License

a. Buyer acknowledges that Software accompanying Products is licensed and not sold.
b. Upon receipt of payment, Seller grants Buyer:
   - Non-exclusive license
   - Non-transferable license
   - Limited and royalty-free license

- To use and execute Software in object code form only
- Only according to intended use of Products or Services

c. Buyer receives no rights to Software except as expressly provided herein.
d. Buyer is not licensed to use source code of Software.

8.2 Restrictions on Use

Buyer agrees not to directly or indirectly:

a. Disassemble, decompile, reverse engineer, make improvements to, create derivative works, modify, enhance, adapt, translate, or circumvent any technology that controls access to or permits derivation of the Software.
b. Reverse engineer the Products or any composition made using Products.
c. Rent, lease, sell, transfer, assign, or sublicense the rights granted hereunder, except in connection with rental, lease, sale, or transfer of entire Product.
d. Operate or make use of Products in any way that violates applicable laws and regulations.
e. Take or permit any action which could impair Seller's rights or damage the image or reputation of quality inherent in Products, Seller's business, reputation, Intellectual Property, or other valuable assets or rights.
f. In event Buyer transfers Products to third party, Buyer agrees to require such third party to be bound by these Conditions.

9. INDEMNIFICATION AND INSURANCE

9.1 Buyer's Indemnification

The Buyer shall at all times indemnify, defend, and hold Seller, its officers, employees, and agents harmless against all claims, proceedings, demands, judgments, and liabilities of any kind whatsoever, including legal expenses and costs and reasonable attorneys' fees, arising out of:

a. Death of or injury to any person or damage to property resulting from use, sale, lease, export, or import of Products
b. Any obligation or activity of the Conditions hereunder
c. Any condition resulting from installation of any Product on Buyer's premises
d. Misuse or modification of any Product by Buyer, its employees, agents, or representatives
e. Any failure to comply with applicable governmental regulations and statutes

9.2 Patent Indemnification

With respect to Products manufactured or furnished by Seller strictly to specifications, designs, and/or drawings furnished by Buyer, Buyer will defend and save harmless the Seller from any and all expenses involved in any claims or damages from patent infringements.

9.3 Insurance Requirements

a. Buyer shall maintain adequate insurance coverage including:
    - Commercial General Liability Insurance
    - Product liability coverage
    - Workers' Compensation Insurance
b. Seller should be named as additional insured where appropriate.

10. DISPUTE RESOLUTION AND GOVERNING LAW

10.1 Governing Law

a. Any contract for goods shall be governed and construed according to the Uniform Commercial Code of the State of Oklahoma.
b. UN Convention on International Sale of Goods excluded.
c. Choice of law applies regardless of conflict of laws principles.

10.2 Jurisdiction and Venue

a. Buyer agrees that venue and jurisdiction for any court action shall properly be at Oklahoma City, Oklahoma, the principal place of business of Roll-2-Roll Technologies LLC.
b. Exclusive jurisdiction in courts of Oklahoma.

10.3 Limitation on Suits and Actions

No action or suit to enforce Buyer's rights or remedies arising from this sale shall be commenced later than one (1) year from date of shipment.

10.4 Notices

a. All notices must be in writing.
b. Delivered by:
    - Certified mail
    - Recognized courier service

- Email with confirmation

c. Effective upon receipt.
d. Addresses as specified in Order documents.

11. LIMITATION OF LIABILITY

11.1 Liability Cap

a. Seller's liability to Buyer for any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this agreement shall in no case exceed in the aggregate the price of the Products or Services involved in the claim.
b. Exception for:
    - Gross negligence
    - Willful misconduct
    - Death or personal injury caused by Seller's negligence

11.2 Excluded Damages

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION:

a. Indirect, special, or consequential damages
b. Economic damages
c. Lost profits or savings
d. Loss of revenue
e. Loss of business
f. Loss of data
g. Business interruption
h. Damage to reputation
i. Any claim by any third party

Even if Seller has been advised or has other reason to know, or in fact does know, of the possibility of such damages.

11.3 Time Limitation

a. Claims must be brought within one (1) year from:
    - Date of delivery for Product claims
    - Date of performance for Service claims

b. Failure to bring claim within this period constitutes waiver.

12. COMPLIANCE WITH LAWS

12.1 Export Control

a. Products sold by Seller are controlled by export control laws of the United States and other countries.
b. Buyer agrees that it will not sell, transfer, export, or re-export any Products or Services except in compliance with all applicable laws, including without limitation the export laws of any U.S. government agency and any regulations thereunder.
c. Buyer shall not sell, transfer, export, or re-export to any persons or entities with regard to which there exist grounds to suspect or believe that they are violating such laws.
d. Buyer shall be solely responsible for obtaining all licenses, permits, or authorizations required from U.S. and/or any other government for any such export or re-export.
e. If export/import related licenses, permits, or governmental authorizations are not approved, Seller is not obligated to proceed with transfer until required authorizations are obtained.
f. Seller shall not be named as shipper or exporter of record or U.S. principal party-in-interest (USPPI) unless specifically agreed to in writing.
g. At Seller's request, Buyer shall supply end-use and end-user information to determine export license applicability.
h. Failure for Buyer to comply with this section shall constitute material breach of Conditions allowing Seller to cancel related Orders without liability.

12.2 Anti-Corruption

a. Buyer warrants that it shall not violate or cause Seller to violate:
    - U.S. Foreign Corrupt Practices Act of 1977 (FCPA), as amended
    - United Kingdom Bribery Act (UKBA) of 2010, as amended
    - Their respective implementing regulations
b. In connection with Buyer's sale or distribution of Products and/or Services.
c. Buyer does not know or have reason to believe that any consultant, agent, representative, or other person retained by Buyer in connection with sale and/or distribution has violated, nor caused Seller to violate the FCPA and/or UKBA.
d. Where Buyer learns of or has reason to know of any violation of FCPA and/or UKBA in connection with sale or distribution of Products/Services, Buyer shall immediately advise Seller.

12.3 Antiboycott Provisions

Buyer warrants that Buyer shall not violate or cause Seller to violate the U.S. Antiboycott Provisions of the U.S. Export Administration Regulations issued pursuant to the U.S. Export Administration Act of 1979, as amended, in connection with Buyer's purchase of Products/Services and that Buyer shall not request or require Seller to make statements or certifications against countries that are not subject to boycott by the U.S.

13. TERMINATION

13.1 Termination Rights

Seller may terminate this Agreement immediately upon written notice if Buyer:

a. Fails to pay any amount when due
b. Has not otherwise performed or complied with any of these Terms
c. Becomes insolvent or unable to satisfy indebtedness when due
d. Files petition for bankruptcy
e. Commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for benefit of creditors
f. Violates export control laws
g. Violates anti-corruption laws

13.2 Effect of Termination

a. Outstanding payments become immediately due.
b. Return of Confidential Information required.
c. Software licenses terminate.
d. No compensation for loss of distribution rights.
e. Survival of applicable provisions.

14. SECURITY INTEREST

14.1 Retention of Title

The delivered Products shall remain in ownership of Seller until all receivables related to the relevant Order have been fully paid.

14.2 Buyer's Obligations During Retention Period

a. Maintain Products in good condition.
b. Insure Products at full value.
c. Not remove identification markings.
d. Notify Seller of location changes.
e. Allow Seller to inspect Products.
f. Not sell, pledge, or assign as security without Seller's consent.
g. Give notice of Seller's ownership in event of seizures.

15. GENERAL PROVISIONS

15.1 Assignment

a. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without prior written consent of Seller.
b. Seller may assign to affiliates.
c. Any purported assignment in violation is null and void.
d. No assignment relieves Buyer of obligations.

15.2 Severability

a. The provisions of this condition are severable.
b. If any provisions shall be determined to be invalid or unenforceable under any controlling body of law, those provisions shall be deemed automatically deleted if such deletion is allowed by relevant law.
c. Remaining terms shall remain in full force and effect.
d. If deletion is not allowed or leaves terms clearly illogical or inappropriate, Buyer agrees to substitute new terms as similar in effect as may be allowed under applicable law.

15.3 Waiver

a. No waiver by Seller of any provision is effective unless explicitly set forth in writing and signed by Seller.
b. No failure to exercise, or delay in exercising, any right operates as waiver thereof.
c. No single or partial exercise of any right precludes any other or further exercise thereof.
d. Rights cumulative.

15.4 Relationship of Parties

a. The relationship between parties is that of independent contractors.

b. No agency relationship created.
c. No partnership or joint venture created.
d. No authority to bind other party.

15.5 Amendment

a. This Conditions cannot be modified or amended except in writing designated as modifying or amending the Conditions and signed by persons authorized to execute and sign agreements for both Buyer and Seller.
b. Notwithstanding the foregoing, these Conditions may be modified by Seller from time to time and in its discretion, by delivery of replacement Conditions, and by posting such then current Conditions at https://r2r.tech/conditions-of-sale.

15.6 Headings

Headings used throughout these Conditions are for reference purposes only and such headings and terms shall not be held to explain or aid in interpretation, construction, or meaning of these Conditions.

15.7 Legal Counsel

The Buyer is afforded the opportunity to seek advice of legal counsel with regards to its rights and obligations pursuant to this Conditions and has either sought or refused the advice of such counsel.

16. RETURNED MERCHANDISE AUTHORIZATION (RMA)

16.1 RMA Process

a. Roll-2-Roll must assign an RMA number prior to product being shipped to Roll-2-Roll for evaluation and repair.
b. RMA numbers can only be created via the online RMA form located at: https://r2r.tech/rma.
c. The following information is required at time of request of RMA number:
    - Product name
    - Product serial number
    - Sales order number
    - Complete customer contact information including: Shipping and billing address, Contact Name, Contact Phone Number, Contact Fax Number, and Contact email address
    - The reported problems with the product, including as much detail regarding determination of problem as possible

d. A purchase order number must be submitted for receipt of RMA number for any non-warranty or warranty repair work being completed. In event of warranty repair, purchase order will not be charged but will be used for reference on return shipment.
e. RMA numbers that are assigned but for which product is not returned within 90 days will be canceled.

16.2 Evaluation and Repair

a. Repair charges will be quoted after receipt and evaluation of product.
b. Evaluation and repair lead times are measured from date of receipt of product at Roll-2-Roll Technologies:
    - Lead-time for evaluation: 2 weeks
    - Typical repair lead time after evaluation: 3 weeks (based on severity of damage and parts availability)
c. An evaluation charge of $200.00 will be applied to ALL equipment that is determined to have no problems or to any equipment customer chooses not to have repaired after evaluation has been completed.
d. An expedite fee of $300 will reduce evaluation lead-time from 2 weeks to 1 week.

16.3 Warranty Evaluation

a. Determination of warranty status will be made based on:
    - Manufacturing date of product
    - Determination by Roll-2-Roll Technologies of nature of cause of reported problem
b. Products determined by Roll-2-Roll to be warranty repairs will be repaired or replaced and returned to customer via UPS/FedEx Ground shipping.
c. If reported or confirmed problem is determined to be non-warranty issue:
    - Repair price will be quoted
    - Repair activity will be suspended until purchase order for that amount is received
d. Determination of warranty status will be according to warranty terms in standard terms and conditions of sale.

16.4 Shipment Requirements

a. Customer responsible to properly package product to prevent damage during shipping. In event of shipping damage, additional repair charges will be included on invoice. This applies to both warranty and non-warranty returns.
b. Assigned RMA number must be visible on outside of shipment and on shipping documentation.
c. Roll-2-Roll will return all warranty repairs or replacements via UPS/FedEx Ground on customer account.
d. If different method or type of service is required, Roll-2-Roll will pre-pay and bill, or customer can provide their shipping method and account number to Roll-2-Roll for shipment to be charged.

17. INSTALLATION MANUALS AND DOCUMENTATION

17.1 Documentation Scope

a. Seller will supply sufficient instructions, specifications, and drawings, as deemed necessary by Seller, for proper installation of equipment.
b. All drawing sizes for standard or special drawings shall be at discretion of Seller.
c. All such drawings shall be in accordance with Seller's design/data standards.
d. Where such drawings must conform to particular standards and quantities that differ from Seller's standards, additional charges will be responsibility of Buyer.

18. LEGAL OBLIGATIONS

18.1 Order Acceptance

a. An order by Buyer shall constitute acceptance of the terms and conditions stated herein.
b. No order shall be binding until accepted by Seller at its home office.
c. Terms other than those set forth above or other than those noted by any Seller's attachments hereto are subject to negotiation and separate written acceptance by Seller.
d. Receipt of these terms by Buyer without written objection to Seller within thirty (30) days shall constitute acceptance of these terms by Buyer.

18.2 Entire Agreement

This Conditions of sale agreement contains the entire understanding between Buyer and Seller and supersedes all prior agreements, arrangements, and understandings relating to the sales Conditions of the Products or Services hereof.

19. PATENTS AND INTELLECTUAL PROPERTY

19.1 Patent Infringement

a. It is not the intention of Seller to manufacture any Products which infringe any patent articles.
b. With respect to Products manufactured or furnished by Seller strictly to specifications, designs, and/or drawings furnished by Buyer, it is agreed that Buyer will defend and save harmless Seller from any and all expenses involved in any claims or damages from patent infringements.

19.2 Proprietary Rights

a. Buyer acknowledges that Seller is sole owner and/or license holder of all Intellectual Property that are related to Products and Services and use thereof.
b. Buyer acknowledges that no right or license in Intellectual Property is granted to Buyer by implication, estoppel, or otherwise, unless, and only to the extent expressly set forth herein.

19.3 Software License

a. Buyer is granted non-exclusive, non-transferable license to use provided Seller's software or firmware only in object code form.
b. Use solely in conjunction with Seller-provided Products.
c. No rights to:
    - Sublicense
    - Disclose
    - Disassemble
    - Decompile
    - Reverse engineer
    - Copy
    - Otherwise modify software or firmware

20. SURVIVAL

The following provisions survive termination or expiration of this Agreement:

a. Confidentiality obligations (Section 4.2)
b. Warranty claims (Section 5)
c. Indemnification (Section 9)
d. Payment obligations (Section 2)
e. Dispute resolution (Section 10)
f. Intellectual property rights (Section 4.1)
g. Limitation of liability (Section 11)

END OF TERMS AND CONDITIONS

This document was last revised on December 27, 2025. Roll-2-Roll Technologies LLC reserves the right to modify these terms and conditions at any time by posting updated terms at https://r2r.tech/conditions-of-sale.

For questions regarding these Terms and Conditions, please contact Roll-2-Roll Technologies LLC at the address above or visit https://r2r.tech.