

**DOKA USA LTD. GENERAL TERMS AND CONDITIONS
FOR THE PURCHASE OF GOODS AND SERVICES**

1. Goods and Services. Vendor shall provide the goods and/or services (individually the “Goods” and the “Services” or collectively the “Goods and Services”) to Doka USA Ltd., Doka Distribution Center NA Ltd., Form-On USA Corp., and/or Umdasch Real Estate USA Ltd. (collectively “Doka”) as described in the Purchase Order to which these terms are attached and incorporated therein. The Purchase Order, together with these terms, shall collectively be referred to herein as the “Agreement.” Vendor acknowledges and agrees that time is of the essence with respect to Vendor's obligations to Doka, and that prompt and timely performance of all such obligations, including all performance dates, project milestones, testing, and other requirements is strictly required. The existence of this Agreement shall not be construed as imposing any obligation upon the Doka to request or receive any Goods and/or Services from the Vendor.

2. Fees and Expenses.

(a) **Fees.** Subject to Vendor's full and complete provision of the Goods and/or Services and delivery of the Deliverables (as defined in Section 4. below) to Doka's reasonable satisfaction, Doka agrees to pay Vendor the applicable fees set forth in the Purchase Order (the “Fees”). Unless stated otherwise, prices for Goods include the cost of freight, insurance, or any required federal, state or local sales or other taxes, duties, export or custom charges, VAT charges, brokerage or other fees

(b) **Out-of-Pocket and Travel Expenses.** In addition to the Fees for Services, Doka agrees to reimburse Vendor for Vendor's actual, documented, and reasonable travel and other out-of-pocket expenses necessarily incurred by Vendor in connection with its performance of the Services, but only if and to the extent that any such expenses were pre-approved in writing by Doka and are expressly set forth in the applicable Purchase Order. This Section shall only apply where Vendor is providing Services and not apply in the event that Vendor is only providing Goods.

(c) **Taxes.** Vendor is solely responsible for timely paying any taxes, including estimated taxes, incurred as a result of the compensation paid by Doka to Vendor hereunder. This includes, but is not limited to, any federal, state, or local income taxes, social security or unemployment tax, customs duties and tariffs, VAT, or any other taxes. Vendor agrees to indemnify, defend, and hold Doka, along with Doka's affiliates, subsidiaries, parent, assigns, directors, shareholders, officers, employees, consultants, and agents, harmless from and against any damage, claim, losses, fee, assessment, interest charge, or penalty incurred by or charged to any of the aforementioned indemnitees and resulting, directly or indirectly, from any claim, cause of action, or assessment by any government agency for any non-payment or late payment by Vendor of any tax or contribution based on compensation paid hereunder to Vendor or because Doka did not withhold any taxes from compensation paid to Vendor hereunder.

3. Invoices and Pricing.

(a) **Invoices and Payment.** Vendor shall issue invoices to Doka pursuant to the timetable set forth in the Purchase Order. Doka shall pay all approved invoices and undisputed amounts within sixty (60) days after Doka's check run immediately following Doka's receipt of Vendor's invoice, but shall withhold any and all amounts disputed by Doka in good faith. If Doka makes payment of any invoice within fifteen (15) days after receipt thereof, Doka shall be entitled to a two percent (2%) discount.

- (i) Doka USA Ltd.: payables@doka.com
- (ii) Form-On USA Corp.: payables@doka.com
- (iii) Umdasch Real Estate USA Ltd.: payables@doka.com
- (iv) Doka Distribution Center North America Ltd.: Invoicebox.dcus@doka.com

The following additional information must be included in each invoice or it will be rejected:

- (i) Purchase order number;
- (ii) Description of material delivered or services provided;
- (iii) Doka Branch, shipping address or place of performance; and
- (iv) Project name and/or end-user name.

- (b) **Set-Off.** Without prejudice to any other right or remedy it may have, Doka may set-off any amount or credit owed to it by Vendor against any amount payable by Doka to Vendor hereunder.
- (c) **Most Favored Terms.** Vendor represents and warrants that this Agreement contains the most favorable terms, conditions, and prices offered by Vendor to any person or business for the same or similar Goods and/or Services that Vendor is providing to Doka hereunder. Should Vendor offer more favorable terms, conditions, or prices to any other person or business for the same or similar Goods and/or Services while providing Goods and/or Services to Doka, Vendor shall amend this Agreement to incorporate the more favorable terms, conditions, or prices, effective as of the date of Vendor's offer of such to the other person or business.
- (d) **Pricing Firm.** Except to the extent that the terms offered to Doka are subject to reduction pursuant to Paragraph 3(c), prices listed herein shall be firm for the duration of the Agreement.

4. Confidentiality.

- (a) **Confidential Information.** Vendor, along with its directors, officers, employees, agents, advisors, subcontractors, independent contractors, parent, subsidiaries, affiliates, and assigns (each, a "Representative" and collectively its "Representatives") shall not, during the term hereof or at any time after expiration of the term, without Doka's prior written approval, which approval shall be at Doka's sole discretion, disclose or otherwise make available to any person or entity (whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential") any of Doka's or its affiliate's non-public, confidential, or proprietary information. Confidential information shall include, but is not limited to, information relating to Doka's trade secrets, business plans, products, services, advertising, financial records, suppliers, vendors, innovations, fees, technology, contracts, drawings, inventions, intellectual property, computer software, computer systems, marketing methods, sales margins, cost of goods, cost of materials, capital structure, or operating results (the "Confidential Information"), other than as may be required to fulfill its obligations and as permitted hereunder. Confidential Information shall include the terms of this Agreement. All Confidential Information shall be and remain the property of Doka.
- (b) **Exceptions; Required Disclosures.** The foregoing shall not apply to Confidential Information which (i) is or becomes known to the general public (other than as a result of the disclosure, directly or indirectly, by Vendor or a Representative); or (ii) was or is made available to Vendor on a non-confidential basis from a source other than Doka (or any affiliate of Doka), provided that such source is not, and was not, to the best of Vendor's knowledge, bound by a confidentiality agreement with Doka or its affiliates, or otherwise prohibited from transmitting such information to the Vendor or any third party by any contract, legal, or fiduciary obligation. If Vendor or any Representative is confronted with legal action to disclose Confidential Information received under this Agreement, it shall, unless prohibited by applicable law, provide prompt written notice to the Doka to allow Doka an opportunity to seek a protective order or other relief it deems appropriate, and Vendor shall reasonably assist Doka in such efforts. If disclosure is nonetheless required, Vendor shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed.
- (c) **Use of Confidential Information; Standard of Care.** Vendor shall maintain the Confidential Information in strict confidence and disclose the Confidential Information only to its Representatives who have a need to know such Confidential Information in order to fulfill the business affairs and transactions between the parties contemplated by this Agreement and who are under confidentiality obligations no less restrictive as this Agreement. Vendor shall at all times remain responsible for breaches of this Agreement arising from the acts of its Representatives. Vendor shall use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. Vendor shall only use the Confidential Information in furtherance of its performance of its obligations under this Agreement, and agrees not to use the Confidential Information for any other purpose or for the benefit of any third party. No Confidential Information furnished to the Vendor shall be duplicated or copied except as may be strictly necessary to effectuate the purpose of this Agreement. Any and all copies of Confidential Information in written, graphic, or other tangible form shall be returned to Doka promptly upon Doka's request or within ten (10) days of the expiration or termination of this Agreement.

- (d) **Unauthorized Use or Disclosure; Equitable Relief.** In the event Vendor discovers that any Confidential Information has been used, disseminated, or accessed in violation of this Agreement, it will immediately notify Doka; take all commercially reasonable actions available to minimize the impact of the use, dissemination, or publication; and take any and all necessary steps to prevent any further breach of this Agreement. Vendor agrees and acknowledges that any breach or threatened breach regarding the treatment of the Confidential Information may result in irreparable harm to Doka for which there may be no adequate remedy at law. In such event, Doka shall be entitled to seek an injunction (immediate and/or permanent), without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to any and all other remedies available in law or at equity.

5. Shipment, Title, Ownership, and Risk of Loss.

- (a) **Work-For-Hire.** All data, reports, information, materials or work product (a) required in an Purchase Order, (b) that are conceived, developed or created in connection with the performance of the Services, or (c) have been or will be paid for by Doka (the “Deliverables”), are created hereunder for Doka on a “work-for-hire” basis pursuant to United States copyright law and as such, subject to the terms hereof, Doka shall own, upon creation, any and all such Deliverables (including without limitation, the copyrights, trademarks, trade secrets, patents, and moral rights contained therein). To the extent that any of the Deliverables do not constitute a “work-for-hire,” Vendor hereby irrevocably assigns to Doka, without additional consideration, all right, title and interest throughout the world in and to such Deliverables. The Vendor hereby irrevocably waives, to the extent permitted by applicable law, any and all claims it may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. Vendor agrees to execute any and all documents that Doka deems reasonably necessary to effectuate this arrangement at its own expense. If Doka is unable for any reason, after reasonable effort, to secure Vendor's signature on any such document, Vendor hereby irrevocably designates and appoints Doka as its agent and attorney in-fact to act for and on its behalf to execute, deliver and file such documents. Vendor shall also require any and all individuals engaged in the creation and/or delivery of the Deliverables to execute a written assignment agreement sufficient to fully effectuate and protect the terms hereof.
- (b) **Vendor Property.** Notwithstanding the foregoing, Vendor shall retain ownership in and to all creative content, computer code, methodologies and other information and/or materials created by Vendor prior to or outside the scope of this Agreement (the “Vendor Property”), despite its incorporation in the Deliverables. Vendor hereby grants a fully paid-up, perpetual, worldwide, non-exclusive, non-transferable license to Doka to use the Vendor Property, but only to the extent incorporated into the Deliverables and without any modification thereto. In no event shall Doka be entitled to use any of the Vendor Property separately and apart from its incorporation in the Deliverables hereunder.
- (c) **Original Authorship and Right to Use Third Party Materials.** Vendor represents and warrants to Doka that: (a) all Deliverables provided to Doka will be an original work of authorship, invention, development or discovery by Vendor, and will not incorporate or be based on any Third Party Materials (as defined herein) without Doka's prior written, informed consent in each instance; (b) to the extent that any Third Party Materials may be contained in the Deliverables that Vendor intends to deliver to Doka, Vendor will so notify Doka in writing in advance of delivering such Deliverables, and Doka will be entitled in its sole discretion to accept or reject the use of such Third Party Materials; and (c) Vendor will have the legal right and authority to use and license such Third Party Materials to Doka in accordance with this Agreement. As used herein, “Third Party Materials” means works, inventions, developments, discoveries, or information belonging to any third party. In connection with any approved incorporation, Vendor hereby grants to Doka an irrevocable, nonexclusive, worldwide, royalty-free license to use, reproduce, and distribute (internally and externally) copies of, prepare derivative works based upon, and otherwise commercially exploit any Third Party Materials which may be contained in the Deliverables.
- (d) **Title, Risk of Loss on Goods.** All Goods purchased by Doka under this Agreement will be suitable packaged for shipment in Vendor's standard containers, marked for shipment to Doka at the address specified in the purchase order, and delivered to Doka or the forwarding agent selected by Vendor. Shipment of Goods under this Agreement shall be F.O.B. Doka's designated delivery location. Title and risk of loss with respect to the Goods shall pass upon delivery, inspection, and acceptance by Doka. All delivery dates are firm and Vendor shall be responsible to Doka or any other party for any delay in shipment of any Goods.

- (e) **Inspection, Acceptance, and Availability of Goods.** Doka may inspect all shipments of Goods at any time after delivery or during subsequent use, manipulation, machining, or processing and notify Vendor of any discrepancies with respect to shipments, including, but not limited to, any discrepancies in the quantity or quality of the Goods. Failure to identify or notify Vendor of any discrepancies shall not prejudice Doka from later rejecting the Goods or contesting Vendor's invoice. Should Vendor be unable to deliver any order for Goods in full and on time, Vendor shall immediately notify Doka in writing and present a plan to meet Doka's needs at no additional cost to Doka.

6. Representations and Warranties of Vendor. Vendor represents and warrants to Doka as follows:

- (a) That it is duly organized, validly existing, and in good standing in its state of incorporation and in all states in which it will perform the Services, and has the full power and authority to enter into this Agreement and fulfill its obligations hereunder;
- (b) That it will fulfill its obligations hereunder in compliance with all applicable laws, rules, and regulations, as well as in compliance with all of Doka's standard policies and procedures as communicated from time to time to Vendor;
- (c) That it will obtain and maintain, at its own expense, all permits and licenses required in connection with its provision of the Services;
- (d) That in performing the Services hereunder, it will not violate any contractual obligation or confidential relationship which it may have to or with any third party;
- (e) That it will fulfill its obligations using personnel of sufficient skill, experience, and qualifications, and in a professional and workmanlike manner in accordance with best industry standards for similar services, and shall devote adequate resources to meet its obligations under this Agreement in accordance with the terms hereof, any attachment hereto, and all reasonable instructions received from Doka from time to time;
- (f) That, subject to the terms hereof, any Deliverables resulting from the Services and provided hereunder to Doka will be delivered to Doka free and clear of any and all encumbrances and liens of any kind;
- (g) That the Deliverables will be free from any computer viruses or other similarly disabling features of any kind;
- (h) That the Deliverables, to the best of Vendor's knowledge: (1) are true and accurate in every respect; and (2) do not violate the third-party rights of any person or entity in any way (including without limitation any copyright, trademark, patent, privacy, defamation, and/or publicity rights); and
- (i) That the Deliverables shall be free from faults and defects of design, function, material, and workmanship. This warranty shall extend to all of the necessary costs of repairs and replacements, as well as to any and all consequential damages resulting from such faults or defects of design, function, material, and/or workmanship. Doka will promptly inform Vendor of any breach of this warranty related to the Deliverables, and Vendor agrees that it will promptly take any and all measures reasonably required to satisfy its warranty obligations to correct any faults or defects, without any additional cost or expense to Doka. In the event Vendor fails to properly meet its warranty obligations as stated herein, Doka may perform all or part of same or obtain substitute services and charge Vendor for the fair and reasonable cost of doing so.
- (j) Vendor warrants that the Goods will, when delivered or installed as applicable, be free of defects in workmanship or material, merchantable, and fit for the particular purpose intended. If any failure to conform to this warranty becomes apparent during a period of two (2) years after date of delivery or installation, Vendor shall, at its sole cost and expense, correct such non-conformity by repair or replacement, F.O.B. Shipping Point, of the defective part or parts. Vendor shall be liable to Doka for all direct, indirect, or consequential damages caused by or arising out of Vendor's provision of a defective product.

7. Indemnification. Vendor shall indemnify, defend, and hold harmless Doka, along with Doka's employees, officers, directors, shareholders, contractors, agents, subsidiaries, parent, affiliates and assigns, from and against any and all costs, damages, or expenses of any kind or nature, including without limitation attorney's fees and related costs, arising directly or indirectly (a) out of a breach or default by or on behalf of Vendor of any of its obligations under this Agreement (including without limitation its representations and warranties); (b) Vendor's (or any party acting on its behalf's) negligence or willful misconduct; (c) the Goods, Services, and/or Deliverables, except to the extent used in a manner not intended; or (d) any allegation that the Goods, Services, and/or Deliverables violate any applicable law, rule, regulation or judicial order, or alleging that the Goods, Services, and/or Deliverables (or Doka's use of the Goods, Services, and/or Deliverables) infringes any third party's patent, trade secret, copyright, trademark or other intellectual property right or misappropriates a third party's confidential information. This paragraph shall apply to any and all claims including, but not limited to those for bodily injury, including sickness and death, property damage, and/or economic injury. Vendor's obligations under this paragraph shall not be limited by the existence of any insurance and shall apply, without limitation, to all matters involving injured employees of the Vendor or any supplier or subcontractor of any tier, regardless of any provisions of the applicable Workers' Compensation laws, and in particular regardless of the exclusive remedy and/or employees' immunity provisions of those laws, all of which are hereby expressly waived. With respect to any claim made hereunder, Doka shall provide Vendor with prompt written notice of its existence, give control of its defense and settlement to Vendor, and shall cooperate in all reasonable respects with Vendor, its insurance company, and its legal counsel in its defense thereof, at Vendor's sole expense. Vendor may not settle any potential suit hereunder without Doka's prior written approval, with such approval not to be unreasonably withheld, conditioned, or delayed. If Vendor fails to assume the defense of a claim or Doka reasonably determines that Vendor has failed to diligently assume and maintain a prompt and vigorous defense of any claim, Doka may assume sole control of the defense of any claim and all related settlement negotiations with counsel of its own choosing, and Vendor shall pay all reasonable costs and expenses (including reasonable in-house and outside attorneys' fees) incurred by Doka in such defense within fifteen (15) days of each of Doka's written requests therefor.

Doka shall cooperate with Vendor, its insurance company and its legal counsel in its defense of such Claims. If the use, provision, or sale of any Goods, Services, and/or Deliverables furnished under this Agreement is enjoined as a result of a Claim, Vendor shall, at its option, either obtain on behalf of Doka the right to continue to use or sell such Goods, Services, and/or Deliverables, substitute an equivalent product reasonably acceptable to Doka in its place, or reimburse Doka the purchase price of the Goods, Services, and/or Deliverables. Notwithstanding the foregoing, this indemnity shall not apply or cover any Claims based, in whole or in part, upon any infringement or alleged infringement of any patent, trademark or copyright resulting from the alteration of any Vendor trademark or the Goods, Services, and/or Deliverables by Doka or a Doka representative or the combination of any Goods, Services, and/or Deliverables with any other products or the combination of any Vendor trademark with any other mark.

8. Insurance.

Vendor shall maintain the following coverages issued by insurance companies with an A.M. Best Rating of not less than A-:

- (a) Workers' Compensation, minimum statutory limits;
- (b) Employer's Liability with limits of \$1,000,000 accident/disease per employee;
- (c) Commercial General Liability, including blanket contractual and products liability, with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate;
- (d) Commercial Automotive Liability with limits of liability not less than \$1,000,000 bodily injury and property damage, and shall include coverage for all owned, leased, non-owned and hired or rented automobiles;
- (e) Errors & Omissions Liability (Professional Liability), with limits of liability of \$2,000,000 per claim.

Vendor shall name Doka and all parties indemnified under this Agreement as additional insureds on the CGL and Umbrella/Excess policies. Additional insured coverage is to be provided on a primary and non-contributory basis. Vendor shall endorse all required policies to include a waiver of subrogation in favor of the additional insureds.

Vendor will provide Doka with a certificate of insurance evidencing the above coverages on forms furnished by or reasonably acceptable to Doka or, upon Doka's request, provide true copies of the insurance policies. The insurance policies and certificates required hereunder will include a provision that coverage will not be non-renewed, materially changed, cancelled or allowed to expire until at least thirty (30) days' prior thereto written notice has been given to Doka. If Vendor, at any time, neglects or refuses to provide the insurance required herein, or should such insurance be canceled or materially changed without Doka's consent, Doka will have the right to terminate the Agreement and any SOW without penalty.

9. Liability. Vendor agrees that it will use all commercially practicable efforts to protect any and all materials and property supplied to Vendor hereunder by Doka. In connection therewith, Vendor will be held fully liable for any loss, cost, or damage thereto, other than to the extent that such loss, cost, or damage is due to the gross negligence or willful misconduct of Doka.

10. Termination.

(a) **Termination Without Cause.** This Agreement and any Purchase Order may be terminated by Doka, for any reason with or without cause, upon thirty (30) days' prior written notice to Vendor.

(b) **Termination for Cause.** This Agreement may be immediately terminated by Doka without further liability or obligation to Vendor if: (i) Vendor violates any applicable U.S. state or local law, rule, regulation, or ordinance; (ii) Vendor materially breaches any provision, warranty, or representation of this Agreement; or (iii) Vendor becomes insolvent, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver for its business, or becomes subject to any proceeding under bankruptcy laws or any other statute or laws relating to the insolvency or protection of the rights of creditors. The right to terminate for cause shall be in addition to any other right or remedy available to Doka in law and/or in equity.

(c) **Obligations Upon Termination.** In the event of any termination hereunder, with the exception of a termination by Doka for material breach by Vendor, Doka shall pay Vendor all amounts due to Vendor up through the effective date of termination, including without limitation the actual approved costs, expenses, and Fees properly incurred by Vendor on behalf of Doka prior to the effective date of termination which cannot, through Vendor's commercially reasonable efforts (at no additional expense to Vendor), be reduced or cancelled, but not exceeding amounts approved in advance in writing by Doka prior to the effective date of termination. Additionally, upon termination of this Agreement, Vendor shall transfer to Doka all Goods and/or Deliverables and other materials in Vendor's possession or control paid for and/or previously owned by Doka (including without limitation Doka's Confidential Information), and all contracts and reservations entered into by Vendor for Doka hereunder. Vendor shall use commercially reasonable efforts to assist Doka and any new Vendor to affect an efficient transition of work in progress and other responsibilities pursuant to Doka's reasonable instructions in connection therewith at no additional expense to Doka.

(d) **Consequential Damages.** In no event shall Doka be liable to Vendor or any third party for any actual or alleged indirect, special, statutory, exemplary, punitive, consequential, or incidental damages or losses, including but not limited to, lost profits, loss of use, loss of time, shutdown or slowdown costs, inconvenience, loss business opportunities, damage to good will or reputation, or other economic loss, regardless of whether such liability is based on breach of contract, tort, strict liability or otherwise, and even if advised of the possibility of such damages or such damages could have been reasonably foreseen.

11. Non-Solicitation. Vendor agrees that while performing operations for Doka and for one (1) year after ceasing performance, it will not, directly or indirectly, solicit or induce any Doka employee that has interacted with Vendor or has been involved, directly or indirectly, in the performance, review and/or acceptance of the Services, to consider or accept employment with Vendor, on either a part-time or a full-time basis. Vendor, however, is not prohibited from responding to or hiring Doka employees who inquire about employment with Vendor on their own accord or in response to a public advertisement or employment solicitation in general.

- 12. Force Majeure.** Neither party shall be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, strikes, lockouts, fires, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, acts of God, or terrorism, in addition to any and all events, regardless of their dissimilarity to the foregoing, deemed to render performance of the Agreement impracticable or impossible under the law, in which event the non-performing Party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Notwithstanding the foregoing, the affected party shall promptly provide written notice thereof to the other party, which notice shall include a description of the event of force majeure along with the affected party's best estimate of the length of time such event will delay or prevent performance hereunder. The affected party shall use all reasonable efforts to limit the impact of the event of force majeure on its performance hereunder. If an event of force majeure continues for at least four (4) consecutive weeks, Doka shall have the right to immediately terminate this Agreement for cause pursuant to the terms hereof.
- 13. Partial Invalidity.** In the event that any part or portion of this Agreement is deemed to be invalid and therefore unenforceable, the remaining provisions shall continue in full force and effect.
- 14. Audit.** Vendor shall, at its sole cost and expense, maintain complete and accurate books and records concerning the Goods and Services hereunder, including, without limitation, the documents supporting amounts invoiced by Vendor to Doka and the direct costs, expenses, and disbursements made or incurred in connection with the Goods and Services, all in accordance with United States generally accepted accounting principles. Vendor shall retain such records for a period of two (2) years following termination or expiration of this Agreement. Doka and its duly authorized representatives shall have the right, upon reasonable advance written notice, while Vendor is performing operations for Doka and for a period of two (2) years following termination or conclusion of performance, to examine and copy, without charge to Doka, such books and records. Doka shall conduct such audits during Vendor's normal business hours and in such a manner not to unreasonably interfere with Vendor's normal business operations. In the event that any audit conclusively determines that Doka was overcharged by Vendor, Vendor will promptly reimburse Doka such excess payments (with interest at the prevailing rate at such time). In addition, if any audit conclusively determines that any such overpayment is equal to or greater than five percent (5%), the reasonable cost of such audit will be borne entirely by Vendor. In all other events, the cost of such audit will be borne by Doka.
- 15. Publicity.** Unless otherwise agreed to in advance and in writing by Doka, Vendor will not disclose that Doka is a Doka of Vendor, and will not use the Doka's name or any mark, logo, or trade name owned or used by Doka or its affiliates in any manner at any time.
- 16. Assignment.** Vendor may not assign, delegate or otherwise transfer this Agreement or its obligations hereunder, in whole or in part, without the prior written consent of Doka in each instance. Any purported assignment or delegation in violation of this Section shall be null and void. No permitted assignment or delegation relieves Vendor of any of its obligations under this Agreement, and as such, Vendor shall remain primarily liable in connection therewith.
- 17. Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the address set forth in the Purchase Order or as otherwise 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 (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

- 18. Relationship of the Parties.** The parties hereto are independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents. Neither party may bind the other party to any agreement, obligation or covenant of any kind (expressed or implied) without the bound party's prior written consent in each instance. Additionally, Vendor is fully responsible for any and all applicable payments and withholdings of salaries, benefits, and any other compensation or taxes relevant to its personnel.
- 19. Headings.** The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain.
- 20. Survival.** Following the termination of this Agreement, any and all provisions set forth herein which, by their very nature, are intended to survive any expiration or termination hereof, shall so survive, including without limitation, the provisions respecting confidentiality, ownership, representations and warranties, indemnification, insurance, non-compete, non-solicitation, audit, and governing law and venue.
- 21. Rights Cumulative.** The respective rights and remedies of the parties as set forth herein shall be cumulative and not exclusive of any rights or remedies provided by law or equity.
- 22. Waiver.** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of one party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by one party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- 23. Governing Law; Venue.** This Agreement shall be governed by the laws of the State of New Jersey without regard to its conflict of laws principles. The parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Essex or Bergen County, New Jersey. Both parties hereby submit to the exclusive jurisdiction and venue of any such court.
- 24. Attorney's Fees.** If either party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing party shall be entitled to recover its reasonable outside attorney's fees and any court, arbitration, mediation, or other reasonable litigation expenses from the other party.
- 25. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.
- 26. Entire Agreement; Modification.** This Agreement along with any attachments incorporated herein sets forth the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement or communications between the parties, whether written or oral relating hereto. No representation, inducement, or promise has been made or relied upon by either party, unless expressly set forth in this Agreement. This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. To the extent that any of the terms hereof contradict any of the terms of any attachment hereto (including without limitation the Purchase Order, the terms hereof shall govern, unless specifically set forth to the contrary therein.