

EVOLVE ADDITIVE SOLUTIONS, INC.
GENERAL TERMS AND CONDITIONS

1. **GENERAL.** All quotations or contracts furnished by Evolve Additive Solutions, Inc. (“**EVOLVE**”), its subsidiaries or its authorized agents are conditioned upon acceptance by the purchaser of goods or services from EVOLVE (“**Customer**”) of the terms and conditions set forth herein. These General Terms and Conditions (the “**General Terms**”), together with the terms of the applicable purchase agreement/purchase order (the “**Sales Contract**”) and the applicable quotation (the “**Quotation**”, and collectively with the General Terms and the Sales Contract, the “**Agreement**”) constitute the entire agreement between EVOLVE and Customer with respect to the subject matter of the Agreement, and supersede all other negotiations, agreements and undertakings, whether written or oral, between the EVOLVE and Customer with respect to the subject matter of the Agreement. EVOLVE hereby rejects the inclusion of any different, conflicting or additional terms proposed by Customer in any form. In the event of an inconsistency in this Agreement, the inconsistency will be resolved by giving precedence in the following order: (1) the Sales Contract (2) Quotation and (3) these General Terms. These General Terms are hereby deemed accepted by Customer when Customer places an order for Products or Materials (without the separate requirement for written execution or other acceptance).

2. **CERTAIN DEFINITIONS.**
 - 2.1. “**Product**” means any hardware, software, services and documentation purchased from EVOLVE, with any software or documentation included in Product supplied only under license. For purposes of this Agreement, the term "sale" or "purchase" will be understood to mean "license" whenever used in connection with such software or documentation.

 - 2.2. “**Services**” means work and services performed by EVOLVE for Customer as expressly defined in an applicable Sales Contract or Quotation.

 - 2.3. “**Materials**” means resins, toner and support materials used in additive manufacturing and production and operator replaceable components (ORC), service replaceable components (SRC), and spare parts.

3. **CHANGES.** Customer shall bear the costs of any and all changes and modifications to the goods or services purchased by Customer under the Agreement that fall outside the original scope of the Agreement. All material changes must first be mutually agreed upon by EVOLVE and Customer in writing before EVOLVE will perform such changes. Customer is responsible for all reasonable costs and actual damages EVOLVE incurs related to any delays caused by Customer.

4. **TERMS OF PAYMENT.** Customer’s obligation to timely pay amounts due under the Agreement is of the essence of the Agreement. Customer shall pay all invoiced amounts without setoff or deduction according to the Sales Contract or Quotation, as applicable. All amounts not timely paid will incur an interest charge of the lesser of (a) 1.5% per month (18% per annum) or (b) the highest interest rate allowable under applicable law. Failure to pay amounts due under the Agreement in full will result in a revocation of any licenses or rights granted to Customer under the Agreement. In no event is

Customer authorized to audit EVOLVE's financial records or processes and documentation related to trade secrets.

5. **DELIVERY TERMS.** Unless otherwise stated in the Agreement, all deliveries hereunder shall be shipped by EVOLVE from the manufacturing facility of its choice EXW (EVOLVE's factory dock) with title passing at origin for all domestic and international shipments. EVOLVE's and Customer's respective obligations with respect to delivery, contracts of carriage and insurance, risk of loss, payment of applicable duties and taxes, and export compliance shall be EXW, in accordance with the provisions of Incoterms® 2020 related to the term EXW, which are hereby incorporated by reference.
6. **PACKAGING.** EVOLVE will package the Product in accordance with prevailing industry standards, and in a manner designed to prevent damage during shipment by a carrier that exercises reasonable care and conforms its practices to prevailing industry standards. EVOLVE shall mark all containers or packages with necessary lifting and loading information.
7. **ORDER CANCELLATION / TERMINATION.** If any order placed by Customer and accepted by EVOLVE is cancelled for any reason, Customer must pay EVOLVE a cancellation charge (the "**Cancellation Charge**") as set forth in this Section 7. An order may only be cancelled by written notice to the non-terminating party. For orders cancelled within ten (10) calendar days after the date such order is placed (the "**Order Date**"), the Cancellation Charge will equal the amount of all costs and commitments incurred by EVOLVE related to the order through the date that proper notice of cancellation is received (the "**Cancellation Date**"). For orders cancelled eleven (11) or more calendar days after the Order Date, the Cancellation Charge will equal the amount of all costs and commitments incurred by EVOLVE related to the order through the Cancellation Date plus 30% of the aggregate purchase price of all Product included in the order. Customer may require EVOLVE to return to Customer all Customer's intellectual property or proprietary information in EVOLVE's possession. If Customer has made advance payments and the agreed amount of costs under this Section 7 is less than the amount of such advance payments, then EVOLVE shall return the amount by which the costs under this Section 7 exceed the advance payments to Customer, immediately after the costs have been ascertained and agreed upon by the parties. EVOLVE shall not receive a greater sum under this Section 7 than it would have received if the Agreement had been fully performed.
8. **TERMINATION FOR BANKRUPTCY.** Either party may terminate this Agreement immediately upon written notice to the other party, at no cost to the terminating party, if the other party becomes insolvent; files a petition for bankruptcy; commences or has commenced against it proceedings related to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or ceases or threatens to cease carrying on business.
9. **SHIPPING DATES.** Shipping dates quoted by EVOLVE represent a reasonable estimate of the time required for manufacturing at the time of order acceptance or quotation. These dates will not be construed as promises by or obligations of EVOLVE to ship or deliver goods unless specifically agreed to in writing.

10. **INSTALLATION AND TRAINING.** Customer or its designee will be responsible for installing the Product at Customer's site. EVOLVE shall attend the installation and shall provide to Customer training on the use and operation of the Product for the amount of time reasonably necessary to allow the Customer or its designee to operate the Product. EVOLVE may provide additional training to Customer upon Customer's reasonable request, at an hourly rate to be mutually agreed to by the parties, pursuant to a separate Sales Contract or Quotation. All travel and related expenses actually incurred by EVOLVE in connection with attending the installation and providing the training will be subject to the prior approval of Customer, and with such approval, will be reimbursed by Customer in accordance with EVOLVE's travel policy.
11. **PRODUCT USAGE.** Customer represents, warrants and covenants that the Product, including any resale or Customer-modified Product, will only be used for the specific purpose for which such Product was designed, and that such Product will not be used in any hazardous application or environment without first obtaining qualifying certification (UL, FM or equivalent) of said Product for such purpose.
12. **MATERIALS.** Customer shall only use Materials purchased from EVOLVE or a supplier approved by EVOLVE (an "**Approved Supplier**") in the operation of the Product. If Customer uses Materials supplied by any person or entity other than EVOLVE or an Approved Supplier, all warranties applicable to the Product under Section 20 below shall be void and of no further effect.
13. **LIMITATION OF LIABILITY.** EVOLVE'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO ACTUAL DAMAGES INCURRED BY CUSTOMER. IN NO EVENT WILL EVOLVE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY DAMAGES ARISING FROM DELAYS IN DELIVERY, INSTALLATION AND/OR USE OF THE PRODUCT, REGARDLESS OF THE THEORY ADVANCED. IN NO EVENT SHALL EVOLVE'S LIABILITY UNDER THE AGREEMENT EXCEED THE PURCHASE PRICE OF THE PRODUCT.
14. **EXPORT.** Customer will not disclose, export, re-export, or divert any Product supplied by EVOLVE; any system incorporating such Product; or any technical information, document or material, or direct Products thereof to any country or person to whom such disclosure, export, reexport or diversion is restricted under U.S. law, unless all necessary and appropriate authorization has been obtained from the U.S. government.
15. **FORCE MAJEURE.** Neither party shall be liable for any delay or failure to perform any of its obligations under this Agreement, if and to the extent such delay or failure is due to circumstances beyond the reasonable control of such party, including but not limited to, fires, floods, explosions, accidents, acts of God, declared and undeclared wars or riots, strikes, lockouts or other concerted acts of workmen, acts of government, shortages of materials, inability to obtain export or import licenses, or any provision or requirement of the U.S. Export Administration Regulations or any government act, omission, regulation, license, order or rule.
16. **COMPLIANCE WITH AND GOVERNING LAW.** EVOLVE and Customer shall at all times comply with all applicable laws and regulations. This Agreement shall be governed by the laws of the state Minnesota except notwithstanding its conflict of law principles. The rights and obligations of the parties shall not

be governed by the 1980 United Nations Convention for the International Sale of Goods in any respect.

17. CUSTOMER ACCEPTANCE/DEEMED ACCEPTANCE.

17.1. Factory Acceptance Testing. If the applicable Sales Contract provides for factory acceptance testing (“**FAT**”), EVOLVE shall notify Customer in writing (the “**FAT Notice**”) that EVOLVE will conduct FAT at least two weeks in advance of the date EVOLVE will conduct such FAT (the “**FAT Date**”). Customer will then have the option of either (a) participating in FAT at EVOLVE’s plant or (b) reviewing FAT results with representatives of EVOLVE in lieu of participating in FAT. To participate in FAT, Customer must notify EVOLVE in writing of its intent to do so at least seven (7) days before the FAT Date. If Customer fails to so notify EVOLVE, Customer shall be deemed to have waived its right to participate in FAT. If Customer properly notifies EVOLVE of its intent to participate in FAT, then FAT shall be conducted in the presence of Customer’s designated inspectors at EVOLVE’s manufacturing facility, and Customer shall ensure the attendance of such persons at the time and place duly appointed by EVOLVE in its sole discretion. FAT shall be deemed “satisfactory” if the Product meets all mutually agreed contract requirements and performs in accordance with the applicable Specifications. If scheduled FAT is delayed thirty (30) days or more as a result of Customer’s action or inaction, the Product shall be deemed “satisfactory” to the same extent as if the Product were so deemed pursuant to FAT, and EVOLVE shall ship the Product to Customer.

17.2. Site Acceptance Testing. Following installation of the Product at the location designated by Customer, Customer or its designee shall perform site acceptance testing (“**SAT**”) by operating the Product on a test basis for up to seven (7) days after the initial start-up (the “**SAT Period**”). Customer shall not be deemed to have accepted the Product by operating it or having it operated according to SAT during the SAT Period. SAT is reasonably representative of the FAT. If the Product complies with all of the Specifications for the Product and the applicable SAT acceptance criteria during the SAT Period, Customer shall accept the Product. If the Product fails to comply with the applicable SAT acceptance criteria during the SAT Period, EVOLVE shall assist Customer in adjusting the Product, at EVOLVE’s cost, and the Product shall be retested within two weeks after the initial test period. If, after such retesting, the Product fails to comply with any of the applicable Specifications or SAT acceptance criteria, Customer may, at its option, either accept the Product or reject the Product; *provided, however*, that if Customer fails to expressly reject the Product by written notice to EVOLVE within five (5) calendar days after such retesting is complete, Customer shall be deemed to have accepted the Product. Furthermore, if Customer uses the Product for any reason or purpose other than for SAT prior to Customer’s formal acceptance of the Product, then Customer shall be deemed to have accepted the Product.

18. **PROPRIETARY DATA RIGHTS.** All non-public, confidential or proprietary information of the either party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by one party (the “**Disclosing Party**”) to the other (the “**Receiving Party**”), 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 the Agreement (all such information being “**Confidential Information**”) is deemed confidential and solely for the use of performing the Agreement and may not be disclosed or copied by the Receiving Party unless authorized by Disclosing Party in writing. Confidential Information expressly includes any and all information derived from Confidential Information. The Receiving party shall treat Confidential Information as confidential and proprietary to the Disclosing Party and prohibit copying and prevent disclosure of the Confidential Information. The Receiving Party shall only use Confidential Information in connection with fulfilling its obligations under the Agreement. Customer will not use EVOLVE Confidential Information to assist in creating or attempting to create by reverse engineering or otherwise, the source code program, hardware designs or manufacturing processes from Product provided or to make a new Product or system, or repair any Product or system except as necessary to support the use of any Product supplied by EVOLVE. The Receiving Party will return all Confidential Information to the Disclosing Party upon Disclosing Party’s written request. The parties’ obligations under this Section 18 will survive the termination or cancellation of this Agreement or final payment under any or all Sales Contracts or Quotations. All drawings, data, designs, Product, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, knowhow, computer and/or Software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for EVOLVE in the production of any Product or the performance of any Service sold, rendered or licensed hereunder, including any and all derivative works, will be and remain the sole property of EVOLVE (or its licensors, if any) and EVOLVE may use them for any purpose and for any other person or entity, including EVOLVE. Customer will not reverse engineer any Products.

19. **EVOLVE SOFTWARE LICENSE AGREEMENT.** EVOLVE shall retain all right, title and interest in and to any and all EVOLVE software and documentation related to and included with the Product (the “**EVOLVE Software and Documentation**”). Upon Customer’s acceptance of the Product, EVOLVE grants Customer a limited, non-transferrable license to use the EVOLVE Software and Documentation solely in connection with and for use of the Product.

20. **EVOLVE LIMITED WARRANTIES.**

20.1. EVOLVE Product Limited Warranty. Unless otherwise expressly agreed to in writing by EVOLVE, EVOLVE warrants Product will be free from defects in materials and workmanship for a period of twelve (12) months from date of shipment by EVOLVE; or if EVOLVE is responsible for installation, for a period of twelve (12) months from customer acceptance, but not to exceed fifteen (15) months from date of shipment by EVOLVE. Product is warranted only to the extent used under normal conditions that are equivalent to those as tested by EVOLVE. EVOLVE shall, at its sole option, repair or replace free of charge within the warranty period any Product supplied by EVOLVE which proves to be defective in workmanship or materials (subject to the requirements of Section 20.4 below). Consumables and normal wear and tear are not covered under this Section 20.1, but are subject to the warranty in Section 20.3 below. Without limiting the requirements of Section 20.4 below, EVOLVE reserves the right to reject those claims for warranty where it is reasonably determined that failure is caused by Customer- or third-party-made- modifications, improper maintenance, misuse, misapplication, improper or incomplete

qualification, abuse of the Product, damage due to factors which are beyond the control of EVOLVE, damage caused by connections, interfacing or use in unforeseen or unintended environment. These conditions will render warranties null and void.

20.2. Services Warranty. Services are warranted to be in a workmanlike manner for a period of ninety (90) days after performance. EVOLVE’s entire liability and Customer’s exclusive remedy, whether in contract, tort or otherwise for any claim related to or arising out of the breach of warranty covering Services will be re-performance or credit, at EVOLVE’s option.

20.3. Materials Warranty. Unless otherwise expressly agreed to in writing by EVOLVE, EVOLVE warrants Materials will be free from substantial manufacturing defects in workmanship and materials for the periods set forth in the chart below (as applicable to each type of Materials). Materials are warranted only to the extent used under normal conditions that are equivalent to those as tested by EVOLVE. EVOLVE shall, at its sole option, repair or replace free of charge within the warranty period any Materials supplied by EVOLVE which prove to be defective in workmanship or materials (subject to Section 20.4 below). Without limiting Section 20.4 below, EVOLVE reserves the right to reject those claims for warranty where it is reasonably determined that failure is caused by Customer- or third-party-made- modifications, improper maintenance, misuse, misapplication, improper or incomplete qualification, improper storage, abuse of the Materials, damage due to factors which are beyond the control of EVOLVE, damage caused by connections, interfacing or use in unforeseen or unintended environment. These conditions will render warranties null and void.

Warranty Periods Per Materials Categories

Materials	Warranty Period
ORC’s (Operator Replaceable Components)	The earlier of: (a) 12 months from shipment or (b) such time that 40% of the rated life of the Materials has been depleted (measured as of such date the Materials have been put into Service)
SRC’s (Service Replaceable Components)	The earlier of: (a) 12 months from shipment or (b) such time that 40% of the rated life of the Materials has been depleted (measured as of such date the Materials have been put into Service).
Part and Support ‘toner’ Materials	90 days from shipment
Developer Materials	90 days from shipment
Support Removal Wash	90 days from shipment
Spare Parts	The earlier of (a) 12 months since being put into service, or (b) the rated life of the Material has been fully depleted.

20.4. General Warranty Matters.

20.4.1. EVOLVE has the sole discretion to determine the best method of replacement, compensation, credits or repair for any warranty claim.

20.4.2. The applicable warranty(ies) in this Section 20 are applicable if, and only if, Customer notifies EVOLVE in writing of the warranty claim during the applicable warranty period and provides a detailed written explanation of any alleged defects, deficiencies or non-performance that trigger application of the applicable warranty(ies).

20.4.3. Warranties do not apply to any defects, deficiencies or non-performance caused by accident, misuse, abuse, neglect, relabeling, improper installation, unauthorized alteration or repair, tampering, improper testing, improper storage, or if the integrity of the Product or Material has been altered in any way. No warranty covers damages that may result from the Customer or its designee(s) moving, handling or installing Products or Materials.

20.4.4. Products and Materials will not be covered under the applicable warranty(ies) if:

- Customer cannot provide proof of date of purchase.
- Materials are not returned if, when and pursuant to the requirements designated by EVOLVE.
- Materials or Products is/are contaminated with dirt, sand, water or any other substance that may damage any components or inhibit performance.
- Supply Voltages fluctuate beyond +/- 5% of required Customer facility supply (e.g. 220VAC or 400VAC).
- Any filters are removed.
- Parts or Materials not approved by EVOLVE in writing are used.
- Modifications are made to the Products or Materials that are not approved by EVOLVE in writing.
- The Products or Materials are used/operated by persons who have not been trained by EVOLVE to use the applicable Product(s) or Material(s).
- Servicing is not performed at the EVOLVE-designated cadence (and in accordance with EVOLVE's requirements).

Customer is solely responsible for determining if Products and/or Materials is/are fit for a particular purpose and suitable for Customer's method of application. Accordingly, and due to the nature and manner of use of EVOLVE's Products and/or Materials, to the extent permitted by applicable law EVOLVE is not responsible and shall not be liable in any manner whatsoever for the application for which its Products or Materials are used, or the results obtained through the use of Products or Materials.

20.5. **WARRANTY LIMITATION. THE EVOLVE LIMITED WARRANTIES SET FORTH IN THIS SECTION 20 ARE THE SOLE AND EXCLUSIVE WARRANTIES UNDER THE AGREEMENT, AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES. EVOLVE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,**

AND NO WARRANTIES ARE EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.

- 20.6. Product Returns. Prior to returning any Product or Material to EVOLVE, whether under warranty or otherwise, Customer must obtain a return authorization from EVOLVE or the shipment may be refused. Customer shall pay all shipping charges for returning any Product or Material to EVOLVE. If not covered by warranty, subsequent costs for inspection, shipping, expediting and placing returned Product or Materials into working condition will be charged to the Customer. Customer shall issue a Sales Contract to cover such non-warranty work. Products and/or Materials returned under warranty and found to be in good working order will be subject to charges for inspection, testing and return shipping costs. EVOLVE will cover in-warranty repairs including outbound shipping charges via transportation of its choosing.
21. **GENERAL PRODUCT SAFETY STATEMENT.** EVOLVE Products, to the best of EVOLVE's knowledge, comply with national and international safety standards to the extent such standards apply to additive manufacturing. Because of the wide range of applications which EVOLVE Products are used, and over which EVOLVE has no control, additional protective devices and operating procedures may be necessary pursuant to specific accident prevention regulations, safety regulations, further directives or other applicable local regulations. The extent of EVOLVE's delivery regarding protective devices is defined in the respective quotation. EVOLVE strongly recommends that the Customer conduct its own product safety risk assessments. At Customer's request, EVOLVE will provide advice and quotations for additional safety devices such as protective shielding, warning signs and methods of restricting access to the Product; *provided, however*, that EVOLVE shall not be liable to Customer for any reason whatsoever related to such advice, or for any reason related Customer's failure to comply with applicable safety regulations.
22. **INDEMNIFICATION.** EVOLVE and Customer (each, an "**Indemnitor**") shall each indemnify, defend (at the Indemnitee's option), and hold harmless the other, its affiliates, and their respective employees, officers and directors (each, an "**Indemnitee**") from and against any and all liabilities, losses, damages, costs and expenses, including without limitation reasonable attorney fees, arising from any third-party claim, suit, action or proceeding (collectively, "**Claims**") that results from the Indemnitor's (i) negligent or intentionally-wrongful act or omission; or (ii) breach of any of the terms of this Agreement. An Indemnitee must give the Indemnitor written notice of all claims for which indemnification is sought. Notwithstanding the foregoing, Customer shall indemnify, defend and hold EVOLVE harmless from and against any Claims arising from products, features, materials or things created by Customer or its designees using the Products or Materials (i.e., product liability claims alleging liability, loss, damage, etc. from anything Customer creates using any Product).
23. **NATURE OF BREACH.** A party's liability for a material breach under the terms of the Agreement shall arise only after (i) the breaching party receives written notice of the breach from the other party and (ii) the breaching party fails to cure such breach within ten (10) days after receipt of notice.

24. **INSURANCE.** The parties shall obtain and maintain insurance coverage with limits sufficient to cover the liabilities outlined in the Agreement. EVOLVE or Customer, as applicable, will provide a basic certificate of insurance evidencing coverage upon the other party's reasonable request.
25. **GOVERNMENT SALES.** EVOLVE objects to the application of any United States Federal Acquisition Regulation ("**FAR**") or Defense Federal Acquisition Regulation ("**DFAR**") provision or clause to this Agreement, and Customer acknowledges that any such FAR or DFAR provisions contained in any Sales Contract, Quotation or other document(s) furnished by Customer shall be of no force or effect unless otherwise agreed in writing by an officer of EVOLVE.

26. SITE PREPARATION AND CONDITION FOR SERVICES.

If applicable, prior to the date specified in the applicable Sales Contract for the performance of Service, Customer will (i) obtain and pay for all governmental or third-party consents, permits, approvals, licenses and public and private easements necessary for EVOLVE's unrestricted access to any site or location needed for performance of the Services and delivery of the Product, and (b) notify EVOLVE in advance of any requirements including all local laws, regulations and/or ordinances with which EVOLVE will be required to comply in the rendering of Services and in the supplying of Product hereunder. Customer shall be solely responsible for preparation of the site at which EVOLVE will perform the Services, to the specifications and in accordance with the time schedule stated in the Sales Contract and Quotation. Installation and training services shall be provided by EVOLVE in accordance with its then-current training procedures and protocols, in consultation with Customer. Customer warrants to EVOLVE that each such site is in compliance with all applicable health and safety regulations and is free from all asbestos and hazardous contamination or pollutants.

- 26.1. If EVOLVE is installing Products or Materials outside of the United States of America, Customer shall provide EVOLVE with all necessary documentation requested by EVOLVE (or otherwise necessary or helpful) to obtain proper work permits and/or visas to perform installation services. Product/Material installation time periods are subject to the type of Product/Material, location of installation, ability to timely provide training and SAT; provided, that any such time periods (if provided by EVOLVE in its discretion) are only estimates that are provided for Customer's informational purposes (and do not represent a binding commitment that Customer may rely upon for, among other things, business planning purposes). To ensure timely Product/Material installation, Customer shall provide EVOLVE-designated personnel with access to the Product/Material and Customer's intended operators as and when reasonably requested by EVOLVE from time to time.

27. **CUSTOMER'S DEFAULT.** EVOLVE may, upon written notice to Customer, cancel any or all Sales Contracts, Quotations or other agreements effective immediately if: (a) in EVOLVE's opinion, Customer's financial condition deteriorates in a way that detrimentally impacts EVOLVE's interest in the Agreement; (b) Customer fails to perform any obligations under the Agreement and such failure is not remedied within ten (10) days after notice has been given to Customer; (c) Customer fails to pay in accordance with any invoice payment terms; or (d) any change occurs in the direct or indirect ownership of Customer that, in EVOLVE's opinion, would be detrimental to EVOLVE's interest in the

Agreement. EVOLVE's cancellation rights under this Section 27 is in addition to, and shall not prejudice any other rights or remedies at law or in equity available to EVOLVE.

28. **INTELLECTUAL PROPERTY INFRINGEMENT.** If any EVOLVE Product becomes the subject of a claim of infringement of any copyright or patent, EVOLVE shall, at its option and expense, either:(a) modify the Product to make it non-infringing; (b) settle such claim by procuring for Customer the right to continue using the Product; or (c) defend Customer against such claim, provided that the Customer gives EVOLVE prompt written notice of all facts and circumstances necessary or desirable for a proper defense of the claim. EVOLVE will not be responsible for any settlement made without its written consent.
29. **ASSIGNMENT.** Neither party may assign its rights and obligations under this Agreement, except with written consent of the other party. Any assignment or delegation without such consent shall be null and void.
30. **WAIVER.** No waiver by any party of any of the provisions of the Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
31. **SURVIVAL.** The following sections survive termination, cancellation or expiration of this and related agreements: 11, 12, 13, 15, 17, 18, 19 and 21.
32. **SEVERABILITY.** If any provision of this Agreement is declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, unless the deletion of such provision or provisions results in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.