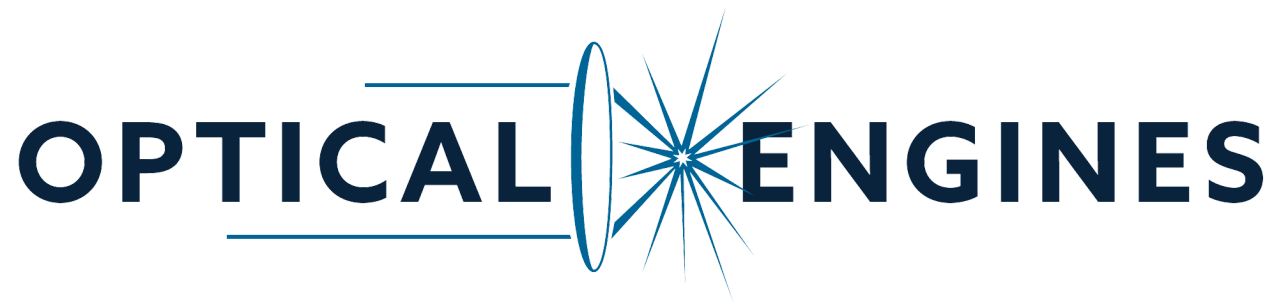




Terms of Sale

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This Optical Engines, Inc. (OEI) procedure is for use in conjunction with standard sales orders and can be obtained from the company website.

Any specific questions regarding the following terms should be directed to your contracting agent.

1. Applicability

(a) These terms and conditions of sale ("**Terms**") are the only terms that govern the sale of laser equipment, systems, components, parts, and related goods (collectively, the "**Goods**") by Optical Engines, Inc., a Colorado corporation ("**Seller**"), to the buyer named on the Order Confirmation (as defined below) ("**Buyer**"). The Goods are supplied together with, or with embedded firmware, operating software, and other software programs, together with all related documentation (collectively, the "**Software**"). The Software is licensed, not sold, and is furnished solely subject to Section 13 (Software License). Collectively Buyer and Seller are referred to as the "**Parties**" and individually as a "**Party**"

(b) The accompanying order confirmation ("**Order Confirmation**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement supersedes any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Seller expressly rejects Buyer's general terms and conditions of purchase, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions or serve to modify or amend these Terms. Acceptance of the Order Confirmation by Buyer (which shall be deemed accepted should Buyer not object in writing within five (5) business days of receipt of the Order Confirmation, or upon Buyer's issuance of a purchase order, acceptance of delivery, or payment, whichever occurs first) is a prerequisite to the purchase of the Goods and shall operate as an acceptance of these Terms, which are expressly incorporated into the Order Confirmation. Any additional, different, or inconsistent terms in Buyer's purchase order or other document are hereby rejected and shall not become part of this Agreement. Notwithstanding anything herein to the contrary, if a written contract signed by both Parties is in existence covering the sale of the Goods ("**Master Agreement**"), then the Master Agreement shall prevail to the extent of any inconsistency with these Terms.

2. Delivery

(a) The Goods will be delivered within a reasonable time after Seller's acceptance of Buyer's purchase order, subject to availability of the Goods and Seller's production schedule. Delivery dates given by Seller are estimates only and are subject to shipping variations and requirements. Seller shall not be liable for, and Buyer shall have no right to

cancel any order or reject any Goods on account of, any delay in delivery, or any loss or damage in transit.

(b) Unless otherwise agreed in writing by the Parties in the Order Confirmation, Seller shall deliver the Goods EXW (Incoterms 2020) Seller's manufacturing facility (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within ten (10) days of Seller's written notice that the Goods are available at the Delivery Point. Buyer shall be responsible for all loading, freight, insurance, and other costs of transport and shall provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. Buyer is responsible for all fees associated with not taking timely delivery of the Goods, including storage and demurrage fees.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

3. Quantity

If Seller delivers to Buyer a quantity of Goods of up to ten percent (10%) more or less than the quantity set forth in the Order Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods at the price set forth in the Order Confirmation adjusted pro rata.

4. Title and Risk of Loss

Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Colorado Uniform Commercial Code. Buyer authorizes Seller to file any financing statements and take any other action reasonably necessary to perfect and maintain such security interest until the purchase price and all other amounts owed have been paid in full.

5. Amendment and Modification

Except for Section 2(b), these Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each Party.

6. Inspection

(a) Buyer shall inspect the Goods within five (5) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods (as defined below) during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following:

- (i) the product shipped is different than identified in the Order Confirmation;
- or
- (ii) the product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion,

- (i) replace such Nonconforming Goods with conforming Goods,
- or
- (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable third-party shipping and handling expenses actually incurred and paid by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility designated by Seller in writing. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for Nonconforming Goods. Except as provided under Section 6(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

7. Price

(a) Buyer shall purchase the Goods from Seller at the prices (the "**Prices**") set forth in the Order Confirmation or, if not stated therein, in Seller's published price list in force as of the date of the Order Confirmation. Seller may correct any pricing errors and adjust Prices for any change in specifications, quantities, or delivery requested by Buyer.

(b) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel, or real or personal property or other assets. The Prices include standard packaging. The Prices exclude transportation and insurance costs, which are the responsibility of the Buyer.

8. Payment Terms

(a) Buyer shall pay Seller all invoiced amounts due within thirty (30) days after the date of Seller's invoice. All payments hereunder shall be in US dollars and made by check or wire transfer to an account designated by Seller. Seller reserves the right to require prepayment, a deposit, or other adequate assurance of payment in its sole discretion, and to condition or withhold shipment on Buyer's satisfaction of any such requirement.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of one and one-half percent (1.5%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods and the license and support of any Software if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's alleged breach, bankruptcy, or otherwise.

9. Limited Warranty

Seller warrants to Buyer that:

(a) for a period of twelve (12) months from the date of shipment of the Goods (the "Warranty Period"), the Goods will, under normal use and service and when operated in accordance with Seller's published specifications and documentation, materially conform to Seller's published specifications in effect as of the date of shipment under the corresponding Order Confirmation; and

(b) Buyer will receive good and valid title to the Goods, free and clear of all encumbrances and liens.

(c) The limited warranty in Section 9(a) does not apply to the Software, consumables, or any expendable or wear items (including laser sources, tubes, diodes,

optics, lamps, filters, and similar components), which are subject only to the limited warranty (if any) expressly stated in Seller's documentation for the applicable item. The Software is warranted, if at all, solely as set forth in Section 13 (Software License). The warranties under this Section do not apply where the Goods have been:

- (i) subjected to abuse, misuse, neglect, negligence, accident, abnormal physical stress or environmental conditions, use contrary to any instructions, specifications, or safety notices issued by Seller, or improper testing, installation, storage, handling, repair, or maintenance;

- (ii) reconstructed, repaired, or altered by anyone other than Seller or its authorized representative;

- (iii) used with any third-party product, hardware, software, consumable, or component that has not been previously approved in writing by Seller; or

- (iv) operated by personnel who have not completed any training or certification required by Seller. Any modification, defeat, or removal of a laser safety interlock, guard, housing, warning label, or other safety feature voids all warranties and Seller shall have no liability arising from such conduct.

10. Buyer's Exclusive Remedy for Breach of Warranty

During the Warranty Period:

- (a) Buyer shall notify Seller, in writing, of any alleged warranty claim within thirty (30) days from the date Buyer discovers, or upon reasonable inspection should have discovered, such alleged claim (but in any event before the expiration of the applicable Warranty Period);

- (b) Buyer shall ship the relevant Goods within fifteen (15) days of the date of its notice to Seller, at its expense and risk of loss, to Seller's facility designated by Seller in writing for inspection and testing by Seller;

- (c) If Seller's inspection and testing reveals, to Seller's reasonable satisfaction, that such Goods do not conform with the limited warranty set forth herein, Seller shall in its sole discretion, and at its expense (subject to Buyer's compliance with this Section 10), either

- (i) repair or replace such Goods, or

- (ii) credit or refund the Price of such Goods less any applicable discounts, rebates, or credits; and

(d) If Seller exercises its option to repair or replace, Seller shall, after receiving Buyer's shipment of such Goods, ship to Buyer, at Buyer's expense and risk of loss, the repaired or replacement Goods to a location designated by Seller. Any repaired or replacement Goods are warranted only for the remainder of the original Warranty Period.

(e) Buyer has no right to return for repair, replacement, credit, or refund any Goods except as set forth in this Section 10 . In no event shall Buyer reconstruct, repair, alter, or replace any Goods, in whole or in part, either itself or by or through any third party.

(f) This Section 10 sets forth the Buyer's sole and exclusive remedy and Seller's entire liability for any breach of the limited warranty.

11. Warranties Disclaimer

EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN Section 9 , SELLER MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS OR THE SOFTWARE, INCLUDING ANY

(a) WARRANTY OF MERCHANTABILITY;

(b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR

(c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. THE GOODS AND SOFTWARE ARE NOT DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY APPLICATION IN WHICH THE FAILURE OF THE GOODS OR SOFTWARE COULD RESULT IN DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE, AND SELLER DISCLAIMS ALL WARRANTIES AND LIABILITY WITH RESPECT TO ANY SUCH USE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER INDIVIDUAL OR ENTITY ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN Section 9 OF THIS AGREEMENT.

12. Limitation of Liability

(a) IN NO EVENT SHALL SELLER OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF

(i) WHETHER SUCH DAMAGES WERE FORESEEABLE,

(ii) WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND

(iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

(b) SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER PURSUANT TO THIS AGREEMENT FOR THE GOODS AND SOFTWARE GIVING RISE TO THE CLAIM.

(c) THE LIMITATIONS AND EXCLUSIONS IN THIS Section 12 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES REFLECTED IN THE PRICES, AND SHALL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

13. Software License.

(a) License Grant. Subject to Buyer's continuing compliance with this Agreement and payment of all amounts due, Seller grants Buyer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Software solely in object-code form, solely as embedded in or installed on the Goods with which it is supplied, and solely for Buyer's internal business operation of those Goods in accordance with Seller's documentation. No other license is granted, whether by implication, estoppel, or otherwise.

(b) Ownership. The Software is licensed, not sold. Seller and its licensors retain all right, title, and interest in and to the Software, including all copies, modifications, enhancements, and derivative works, and all intellectual property rights therein. Buyer acquires no ownership interest in the Software and shall preserve all proprietary notices.

(c) Restrictions. Buyer shall not, and shall not permit any third party to:

(i) copy, reproduce, distribute, publish, or display the Software except for a single archival back-up copy;

(ii) modify, adapt, translate, or create derivative works of the Software;

(iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, or algorithms of the Software, except to the limited extent this restriction is expressly prohibited by applicable law;

(iv) rent, lease, lend, sell, sublicense, assign, transfer, host, or provide the Software as a service to any third party;

(v) remove, disable, or circumvent any license key, security, or usage-control feature; or

(vi) use the Software except in connection with the Goods with which it was supplied.

(d) Third-Party and Open-Source Components. The Software may include third-party or open-source components that are subject to separate license terms; those terms govern such components and, to the extent of any conflict, control over this Section solely as to those components.

(e) Updates. Any updates, patches, or new versions of the Software that Seller provides are part of the Software and subject to this Agreement, unless Seller provides them under separate license terms. Seller has no obligation to provide any update, upgrade, or support except as separately agreed in writing.

(f) Term and Termination. The Software license continues for the useful life of the associated Goods unless earlier terminated. The license terminates automatically, without notice, upon termination of this Agreement or Buyer's breach of this Section 13 . On termination, Buyer shall cease all use of the Software and, at Seller's option, destroy or return all copies.

14. Intellectual Property

As between the Parties, Seller and its licensors own and retain all right, title, and interest in and to the Goods' and Software's designs, specifications, drawings, know-how, inventions, patents, copyrights, trademarks, trade secrets, and all other intellectual property rights, including any improvements, modifications, or derivative works, regardless of whether developed in connection with any order. No right or license to any such intellectual property is granted to Buyer except the limited Software license expressly set forth in Section 13 . Buyer shall not remove, alter, or obscure any patent, copyright, trademark, serial-number, or other proprietary notice on the Goods or Software.

15. Indemnification

(a) Buyer shall defend, indemnify, and hold harmless Seller and its affiliates, and their respective officers, directors, employees, agents, successors, and assigns (each, a "Seller Indemnatee"), from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim to the extent based on:

(i) Buyer's or its personnel's or customers' use, operation, installation, integration, modification, or resale of the Goods or Software;

(ii) Buyer's breach of this Agreement, including the Software license and use restrictions;

(iii) Buyer's negligence, willful misconduct, or violation of law; (iv) any modification of the Goods or Software not authorized by Seller, or any combination of the Goods or Software with items not supplied or approved by Seller; or (v) Buyer's failure to comply with laser-safety, regulatory, or export-control requirements.

(b) Seller's total indemnification obligation to Buyer, if any, is limited to the express warranty remedies in Section 10 and is subject to the limitations of liability in Section 12 . Seller has no obligation under this Agreement with respect to any claim of infringement arising from Seller's compliance with Buyer's specifications, Buyer's modification of the Goods or Software, or use of the Goods or Software in combination with items not supplied by Seller.

16. Regulatory Compliance: Laser Safety

The Goods are laser products subject to federal and state safety regulation, including the U.S. Food and Drug Administration performance standards for laser products (21 C.F.R. Parts 1040.10 and 1040.11) and applicable requirements administered by the FDA Center for Devices and Radiological Health. Seller is responsible for the Goods' conformity to the performance standards applicable to the Goods as manufactured and delivered. Buyer is solely responsible, at its own expense, for:

(a) safe installation, operation, guarding, and maintenance of the Goods;

(b) providing appropriate laser-safety controls, personal protective equipment, training, and a laser safety officer as required by applicable law and industry standards (including ANSI Z136 standards);

(c) obtaining and maintaining all permits, registrations, and approvals required for Buyer's use or resale of the Goods; and

(d) any recertification or reporting obligations arising from Buyer's modification, integration, or incorporation of the Goods into other products. Buyer shall not modify, defeat, or remove any interlock, guard, housing, warning label, or other safety feature of the Goods.

17. Export Controls

The Goods, Software, and related technical data may be subject to U.S. export control laws and regulations, including the Export Administration Regulations (EAR) and, if applicable, the International Traffic in Arms Regulations (ITAR), as well as economic sanctions administered by the U.S. Office of Foreign Assets Control (OFAC). Buyer shall comply with all such laws and shall not, directly or indirectly, export, re-export, transfer, or divert the Goods, Software, or technical data to any prohibited country, entity, or person, or for any prohibited end use, without all required governmental authorizations. Buyer shall indemnify each Seller Indemnitee for any breach of this Section.

18. Compliance with Law

Buyer shall at all times comply with all laws applicable to this Agreement, Buyer's performance of its obligations hereunder, and Buyer's use, installation, and resale of the Goods and Software. Without limiting the generality of the foregoing, Buyer shall

(a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase or use of the Goods and Software and

(b) not engage in any activity or transaction involving the Goods or Software, by way of shipment, use, or otherwise, that violates any law.

19. Termination

In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer:

(a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment;

(b) has not otherwise performed or complied with any of these Terms, in whole or in part; or

(c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Upon termination, all licenses granted to Buyer terminate, all amounts owed become immediately due, and Sections concerning intellectual property, warranty disclaimers, limitation of liability, indemnification, confidentiality, export controls, and governing law survive.

20. Waiver

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

21. Confidential Information

All non-public, confidential, or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is:

- (a) in the public domain;
- (b) known to Buyer at the time of disclosure; or
- (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

22. Force Majeure

Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including the following force majeure events ("Force Majeure Events"):

- (a) acts of God;
- (b) flood, fire, earthquake, epidemic or pandemic, or explosion;
- (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;

- (d) order or action by any governmental authority or requirements of law;
- (e) embargoes or blockades in effect on or after the date of this Agreement;
- (f) national or regional emergency;
- (g) strikes, labor stoppages or slowdowns, or other industrial disturbances;
- (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and
- (i) other events beyond the reasonable control of the Impacted Party.

23. Assignment

Buyer's rights, interests, or obligations hereunder may not be assigned, transferred, or delegated by Buyer without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

24. Relationship of the Parties

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

25. No Third-Party Beneficiaries

This Agreement benefits solely the Parties to this Agreement. Nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

26. Governing Law; Jurisdiction; Waiver of Jury Trial

This Agreement, and all matters arising out of or relating to it, is governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction, and excluding the United Nations Convention on Contracts for the

International Sale of Goods. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted exclusively in

(a) the United States District Court for the District of Colorado sitting in Denver, Colorado, for any matter within federal subject-matter jurisdiction, and

(b) the state courts of the State of Colorado located in El Paso County, Colorado, for all other matters. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts, waives any objection based on venue or forum non convenience, and agrees not to commence any such proceeding in any other forum. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUCH PROCEEDING.

27. Notices

All notices shall be in writing and addressed to the parties at the addresses set forth on the face of the Order Confirmation or to such other address for either party as that party may designate by written notice. All notices must be delivered by nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested).

28. Severability

If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.