CAPITAL EQUIPMENT TERMS AND CONDITIONS

Extricom's intention and policy is to supply Equipment and Services (as defined below) of first class quality, design, material and workmanship. These Capital Equipment Terms and Conditions are intended to provide a reasonable working relationship between Extricom and Buyer. Extricom and Buyer hereby agree as of the Effective Date:

A. DEFINITIONS:

I. **"Buyer"** means all customers of Extricom.

II. **"Confidential Information**" means each Quotation, Purchase Order, the Contract and all drawings, notebooks, designs, plans, processes, operating data, specifications, proprietary information, trade secrets, Intellectual Property, and other engineering or technical information or data, including, but not limited to, the engineering design work relating to the Equipment and/or Services, that are provided to Buyer by Extricom or any of Extricom's subcontractors or sub-suppliers.

III. **"Contract"** means any contract concluded that incorporates these Terms and Conditions.

IV. **"Extricom"** means Extricom Extrusion GmbH, having a place of business at Hoher Steg 10, D-74348 Lauffen a.N., Germany.

V. **"Delivery"** means delivery of the Equipment to the delivery point, as defined in the applicable Quotation.

VI. **"Effective Date"** means the date on which the Contract becomes effective.

VII. **"Equipment"** means any and all goods and materials (except for documents, drawings and specifications) which are the subject of Extricom's Quotation and which are to be supplied to Buyer by Extricom under the Contract.

VIII. **"Intellectual Property"** means any intellectual property, including, but not limited to, any patent, trademark, copyright, trade secret, know-how, software, or any other intellectual property right, as well as any improvement thereto or derivative thereof.

IX. **"Purchase Order"** means a written document submitted to Extricom by Buyer detailing an accepted Quotation.

X. **"Quotation"** means any proposal or quotation submitted by Extricom for the supply of Equipment or the performance of Services.

XI. **"Services"** means any and all services which are the subject of Extricom's Quotation and which are to provided by Extricom to Buyer under the Contact.

XII. **"Terms and Conditions"** means these capital equipment terms and conditions.

B. GENERAL:

I. These Terms and Conditions shall apply to all business relationships between Extricom and Buyer. The Terms and Conditions shall only apply if the Buyer is an entrepreneur (Section 14 BGB), a legal entity under public law or a special fund under public law.

II. These Terms and Conditions shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Buyer shall only become part of the Contract if and to the extent that Extricom has expressly agreed to incorporate them. This shall even apply if Buyer refers to its own general terms and conditions in its Purchase Order or otherwise and Extricom does not expressly object to their application.

III. Individual agreements (e.g. framework supply agreements) and specifications in Quotations shall take precedence over these Terms and Conditions.

C. PRICES; TERMS OF PAYMENT:

I. Unless agreed otherwise, the price of Equipment shall be as set forth in a Quotation from Extricom to Buyer.

II. Unless agreed otherwise, the price of Services shall be as set forth in a Quotation from Extricom or in the form of an hourly rate provided to the Buyer on an annual basis.

III. Extricom reserves the right to increase the price of Products, by giving notice to Buyer at any time before Delivery, to reflect any increase in the cost of Products to Extricom that is due to:

a. any factor beyond the control of Extricom (including increases in taxes, duties, and tariffs);

b. any request by Buyer to change the date(s) of Delivery, quantities or types of Products ordered, or the Product specifications; or

c. any delay by Buyer caused by inadequate or inaccurate information or instructions in respect of the Product Delivery, e.g. customs clearance, detention charges.

IV. All down payments are due and payable on the Effective Date. All progress payments and final payments are payable thirty (30) days after invoicing and Delivery or, if an acceptance procedure is to be carried out, after invoicing and acceptance

V. Upon expiry of the above payment period, Buyer shall be in default. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. Extricom reserves the right to assert further claims for damages caused by default. Extricom's claim to commercial maturity interest (§ 353 HGB) against merchants shall remain unaffected.

D. DELIVERY/PERFORMANCE OF SERVICES:

I. The period stated for the Delivery of Equipment or the performance of Services shall be as set forth in each applicable Quotation.

II. The delivery of Equipment is subject to Extricom's own supply. If Extricom is not supplied for reasons for which Extricom is not responsible, although Extricom has placed congruent orders with reliable suppliers, Extricom shall be released from its obligation to perform and may withdraw from the Contract. Extricom is obliged to inform the customer without undue delay of the non-availability of the service and will without undue delay reimburse any payments already made by Buyer.

III. If the Buyer is in default of acceptance, fails to cooperate or if Delivery or performance of Services is delayed for other reasons for which the Buyer is responsible, Extricom shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). Extricom's statutory rights remain unaffected.

IV. Buyer shall approve and return to Extricom's offices all Equipment engineering design work within two (2) weeks of receipt of such Equipment engineering design work. In the event that Buyer fails to approve and return the Equipment engineering design work to Extricom's offices within such two (2) week period or if Buyer has comments or requested changes to Equipment engineering design work that extends the review or reworking of such Equipment engineering design work beyond two (2) weeks from the date of Buyer's original receipt thereof, Extricom may, at its option, revise Delivery dates of the applicable Equipment reasonably and Extricom shall not be liable to Buyer for any delay in making Delivery of Equipment to Buyer within the timeframe stated in the Contract.

V. In the event that Buyer modifies the specifications for its designs, either after Extricom has completed the Equipment engineering design work or while Extricom is in the process of preparing the Equipment engineering design work, Extricom may, at its option, revise Delivery dates of the applicable Equipment reasonably and Extricom shall not be liable to Buyer for any delay in making Delivery of Equipment to Buyer within the timeframe stated in the Contract.

VI. In the event Buyer fails to take possession of the Equipment within ninety (90) days of the date on which Extricom is ready to ship the Equipment, Buyer shall automatically be deemed to forfeit the Equipment and any amounts previously paid to Extricom and this Contract shall be automatically terminated, without any liability on behalf of Extricom. In such case, Extricom shall be entitled to resell the Equipment with no liability to Buyer for any amounts received.

VII. Unless otherwise agreed in writing, Extricom shall be entitled to make partial deliveries insofar as they are reasonable for the Buyer. Additional shipping costs incurred shall be borne by Extricom.

E. PACKAGING:

Extricom shall provide standard packaging for the Equipment, which are for motor or air transport, unless otherwise agreed in writing. Extricom shall provide seaworthy packaging for the Equipment, which are for ocean transport, unless otherwise agreed in writing. Any special packing or protection required or requested by Buyer shall be at Buyer's expense.

F. TRANSPORTATION; PASSING OF RISK:

I. Unless otherwise specified in a Quotation, the Equipment shall be shipped EXW (INCOTERMS 2020) the manufacturing facility designated by Extricom in the Quotation.

II. Unless otherwise specified in the Contract, at the time of Delivery of the Equipment to the Delivery point, risk of loss, deterioration and damage of the Equipment shall pass to Buyer.

III. The delivery and transport of the Equipment shall be in accordance with the provisions of INCOTERMS 2020 (as published by the International Chamber of Commerce).

G. RETENTION OF TITLE:

I. Extricom retains title to the Equipment ("**Reserved Goods**") sold until all present and future claims arising from the Contract and an ongoing business relationship ("**Secured Claims**") have been paid in full.

II. The Reserved Goods may not be pledged to third parties or assigned as security until the Secured Claims have been paid in full. Buyer must inform Extricom immediately in writing if an application is made to open insolvency proceedings or if third parties have access to the Reserved Goods (e.g. seizures).

III. If Buyer acts in breach of contract, in particular if Buyer is in default, Extricom shall be entitled to withdraw from the Contract in accordance with the statutory provisions and/or to demand the return of the Reserved Goods on the basis of the retention of title. The demand for return does not at the same time include a declaration of withdrawal from the Contract; rather, Extricom is entitled to demand only the return of the Reserved Goods and reserve the right to withdraw from the Contract. If Buyer does not pay the purchase price due, Extricom may only assert these rights if Extricom has previously set Buyer a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.

IV. The transportation costs incurred for taking back the goods shall be borne by the Buyer. Extricom may utilize the Reserved Goods taken back. The proceeds of the realization shall be offset against the amounts owed to Extricom by the Buyer after Extricom has deducted a reasonable amount for the costs of the realization.

V. Buyer must treat the Reserved Goods with care. He must insure them adequately at his own expense against fire, water and theft at replacement value.

VI. If the realizable value of the Reserved Goods exceeds the Secured Claims by more than 10%, Extricom shall release securities of Extricom's choice at Buyer's request.

H. SAFETY REQUIREMENTS:

I. Buyer shall use, and shall train and require its employees and agents to use, all safety devices, guards and proper safe operating and maintenance procedures as prescribed by all applicable laws, rules, regulations, codes and standards and as set forth in any operating and maintenance manuals and instruction sheets furnished by Extricom. Buyer shall not remove or modify any safety device, guard or warning sign. If Buyer fails to observe any of the obligations set forth in the preceding two sentences with regard to any of the Equipment, Extricom shall not be liable for any bodily injury, death or property damage arising from such failure. Extricom shall not be liable for any bodily injury, death or property damage due to use of the Equipment for materials or products not specified in the Contract or use of replacement parts not specifically authorized in writing by Extricom or due to changes in the Equipment made by Buyer without Extricom's written authorization. If the terms of the Contract do not require Extricom to install and commission the Equipment, Buyer shall assume full responsibility for operation, training and verification of all aspects of health and safety with respect to the Equipment, and Extricom shall not be liable for any claims, liability, losses and obligations arising directly or indirectly from the installation or commissioning.

II. Buyer shall provide any Extricom employee or representative who is present at Buyer's facility(ies) for any purpose in relation to the Contract (including without limitation providing the Services, advisory services for commissioning, installing, maintaining, or repairing the Equipment) with adequate training regarding all safety devices, guards and proper safe operating and maintenance procedures applicable to the Buyer's facility(ies); a safe environment; and all necessary personal protective equipment necessary to be present at Buyer's facility(ies). If Extricom, its employees, or representatives incurs a loss due to Buyer's culpable failure to appropriately and adequately provide the foregoing, Buyer shall be liable for such loss.

III. The safety of Extricom's employees and representatives is of the highest importance. Extricom reserves the absolute right, in its sole discretion, to refuse to enter onto or participate in any work at Buyer's facility(ies), including providing the Services, if Extricom or its employees or representatives determine that Buyer does not have appropriate minimum safety requirements in place. Minimum safety requirements that Extricom will evaluate include, but are not limited to: a properly designed, tested, and functioning sprinkler system based on applicable legal requirements; proper access and exits from the extraction area in the event of emergency; documented employee training on solvent risks and emergency fire system use; easily accessible fire equipment, including sufficient water supply and fire hoses; appropriate systems to prevent over-pressure in the event of power failures; and a spill management system including appropriate drains and a skim pit. Buyer agrees to provide Extricom any and all minimum safety requirement documentation requested by Extricom and to promptly address any minimum safety requirement concerns identified by Extricom.

I. INSTALLATION:

I. Unless otherwise specified in a Quotation, Buyer shall be responsible for arrangement of all installation of the Equipment and all costs thereof.

II. Buyer also certifies that they have the necessary skills and knowledge to repair machines, or have contracted with professionals that exhibit such knowledge and skill. Buyer may request Extricom to advise on installation of provided components. This service may incur additional charge, price to be agreed upon prior to commencement of such work.

J. WARRANTIES:

I. Unless otherwise agreed below, Extricom shall be liable for material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions), in accordance with the statutory provisions. The rights of the Buyer arising from a guarantee granted by Extricom remain unaffected.

II. Buyer may only assert claims for defects if it has complied with its statutory inspection and notification obligations (Sections 377, 381 HGB). In the case of Equipment intended for installation or other further processing, an inspection must in any case be carried out immediately before processing. If a defect is discovered during delivery, inspection or at any later point in time, Extricom must be immediately notified of any defects in writing. In any case, obvious defects must be reported within 5 working days of delivery and defects not recognizable during the inspection within the same period from discovery. If Buyer fails to carry out the proper inspection and/or report defects, the liability of Extricom for the defect not reported or not reported in good time or not reported properly is excluded in accordance with the statutory provisions. In the case of Equipment intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of a breach of one of these obligations; in this case, Buyer shall in particular have no claims for reimbursement of corresponding costs ("**removal and installation costs**").

III. If the delivered Equipment or Service is defective, Extricom may initially choose whether to provide subsequent performance by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery). If the type of subsequent performance chosen by Extricom is unreasonable for Buyer in the individual case, Buyer may reject it. Extricom's right to refuse subsequent performance under the statutory conditions remains unaffected.

IV. Extricom is entitled to make the subsequent performance owed dependent on Buyer paying the purchase price due. However, Buyer is entitled to retain a reasonable part of the purchase price in relation to the defect.

V. Buyer must grant Extricom the reasonable time and opportunity required for the subsequent performance owed, in particular Buyer must (at Extricom's choice) hand over or grant Extricom access to the rejected items for inspection purposes. In the event of a replacement delivery, Buyer must return the defective item to Extricom at Extricom's request in accordance with the statutory provisions; however, Buyer has no right of return. Subsequent performance shall not include the dismantling, removal or disassembly of the defective item or the installation, attachment or assembly of a defect-free item if Extricom was not originally obliged to perform these Services; Buyer's claims for reimbursement of corresponding costs ("**dismantling and assembly costs**") shall remain unaffected.

VI. Extricom shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as any dismantling and installation costs, in accordance with the statutory provisions and these Terms and Conditions, if a defect actually exists. Otherwise, Extricom may demand reimbursement from Buyer for the costs incurred as a result of the unjustified request to remedy the defect if Buyer knew or could have recognised that there was in fact no defect.

VII. If a reasonable deadline to be set by Buyer for subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, Buyer can withdraw from the Contract or reduce the purchase price according to the statutory provisions. However, there is no right of withdrawal in the case of an insignificant defect.

K. LIMITATION OF LIABILITY:

I. Unless otherwise stated in these Terms and Conditions, including the following provisions, Extricom shall be liable in the event of a breach of contractual and/or non-contractual obligations in accordance with the statutory provisions.

II. Extricom shall be liable for damages – irrespective of the legal grounds – within the scope of fault-based liability in the event of intent and gross negligence. In the event of simple negligence, Extricom shall only be liable, subject to statutory limitations of liability (e.g. care in Extricom's own affairs; insignificant breach of duty), for:

1. for damages resulting from injury to life, limb or health,

2. for damages arising from the breach of a material contractual obligation (obligation whose fulfilment is essential for the proper performance of the Contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, Extricom's liability is limited to compensation for foreseeable, typically occurring damages.

III. The limitations of liability resulting from Article K.II. shall also apply to third parties and in the event of breaches of duty by persons (including in their favour) whose fault Extricom is responsible for in accordance with statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the Equipment or Services has been assumed and for claims of the Buyer under the Product Liability Act.

L. STATUTE OF LIMITATIONS:

I. In deviation from the statutory provisions, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If an acceptance procedure is to be carried out, the limitation period begins with the acceptance.

II. The aforementioned limitation periods also apply to contractual and non-contractual claims for damages of Buyer based on a defect of the Equipment, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases.

III. Claims for damages of Buyer pursuant to Article K.II. sentence 1 and Article K.II.1 as well as pursuant to the Product Liability Act shall become statute-barred exclusively in accordance with the statutory limitation periods.

IV. Extricom shall not be liable for any loss or damage resulting from: (i) Buyer failing to supply any necessary technical data, as required; (ii) Buyer failing to supply any apparatus, materials and services required; (iii) any changes in designs or specifications made by Buyer subsequent to acceptance of a Purchase Order by Extricom; or (iv) any other reason beyond Extricom's control.

M. FORCE MAJEURE:

The parties shall not be responsible for any failure to perform their obligations under the Contract due to an event of Force Majeure. An event of Force Majeure is considered an external event caused by natural forces or the actions of third parties, which is unforeseeable according to human insight and experience, which cannot be prevented or rendered harmless by economically acceptable means, even with the utmost care reasonably to be expected in the circumstances, and which could not be accepted by the business operator due to its frequency, including but not limited to, acts of God, floods, wars, epidemics or pandemics, sabotage, accidents, labour disputes or shortages, strikes, acts of terrorism, embargoes, governmental laws, ordinances, rules and regulations and any similar contingencies (each an event of "**Force Majeure**"). The affected party will use commercially reasonable efforts to promptly notify the other party in writing of the occurrence, expected impact, and anticipated duration of any event of Force Majeure. In cases of Force Majeure event, the affected party shall be released from the obligation to deliver or accept for the duration and to the extent of the impact. If an event of Force Majeure delays a party's performance of its obligations under the Contract for more than one-hundred and twenty (120) days, the other party, may at its option, terminate the Contract in accordance with the statutory provisions without any further liability or obligation to the affected party. Other rights to withdraw remain unaffected.

N. NOTICES:

Any and all notices under the Contract shall be in writing and sent to Extricom at 9879 Naples St. NE, Blaine, Minnesota 55449, attention: CPM Legal with a corresponding email sent to compliance@cpm.net and to Buyer at the address and to the individual designated by Buyer to Extricom in writing.

O. WAIVER:

No waiver by Extricom of any of the provisions of this Contract shall be effective unless explicitly set out in writing and signed by Extricom. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Contract by Extricom shall operate or be construed as a waiver thereof. No waiver by Extricom of any default of Buyer under the Contract shall be deemed to be a waiver of any subsequent or other default by Buyer.

P. ENTIRE AGREEMENT:

The Contract, together with these Terms and Conditions and all of the Quotations, attachments, exhibits and proposals included therein, which by this reference are made an integral part of the Contract, constitutes the entire agreement between Extricom and Buyer relating to the subject matter of the Contract. No oral or other written agreements, understandings, negotiations or commitments shall be considered part of the Contract. Buyer has not relied upon any representations of Extricom as to the prospective performance of the Equipment or sufficiency of the Services, but rather has relied solely upon its own inspection and investigation.

Q. MODIFICATION:

No modification of the Contract or waiver of any of its terms or conditions shall be binding on Extricom unless approved in writing by an authorized representative of Extricom. No modification of the Contract shall be binding on Extricom by the acknowledgment or acceptance of a form, including a Purchase Order, containing other or different terms or conditions, whether or not signed by an authorized representative of Extricom.

R. GOVERNING LAW AND DISPUTES:

I. The Contract shall be governed by the substantive laws of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

II. All disputes arising out of or in connection with the Contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (*Deutsche Institution für Schiedsgerichtsbarkeit – DIS*) ("**DIS Arbitration Rules**") without recourse to the ordinary courts of law. The Parties agree that the arbitration shall be conducted as Expedited Proceedings and that Annex 4 for the DIS Arbitration Rules shall apply.

III. The arbitral tribunal shall be comprised of three arbitrators.

IV. The seat of the arbitration shall be Frankfurt, Germany.

V. The language of the arbitration shall be English, provided that written evidence originally drafted in German may be submitted in German as long as accompanied by an English convenience translation.

VI. With regard to judicial acts relating to arbitration proceedings in accordance with section 1062 para. 1 no. 1 to 4 of the German Civil Code of Procedure (*Zivilprozessordnung*) as well as for all disputes between the relevant Parties that are not arbitrable, the place of exclusive jurisdiction shall be – to the extent legally possible – Frankfurt, Germany.

S. ASSIGNMENT:

Buyer cannot assign any of its rights or delegate any of its duties under the Contract without Extricom's prior written consent.

T. SANCTIONS COMPLIANCE:

I. The Buyer represents and warrants to Extricom that the Equipment purchased hereunder shall be used only in the end destination specified on the Purchase Order. The Buyer covenants and warrants to Extricom that the Equipment purchased hereunder shall not be diverted, exported, re-exported, shipped or otherwise delivered to any jurisdiction subject to embargo by the United States government (which, as of the date hereof, includes the Crimea region, the so-called Luhansk People's Republic and the so-called Donetsk People's Republic of Ukraine, Cuba, Iran, North Korea, and Syria), to any jurisdiction subject to embargo by the country of organization of Extricom, to any parties which are blocked or otherwise subject to sanction by the U.S. government (such parties being listed on the consolidated U.S. screening list located at https://www.export.gov/csl-search and the consolidated UK screening list located at https://sanctionssearchapp.ofsi.hmtreasury.gov.uk/), or to any parties which are blocked or otherwise subject to sanction by the government of the country of organization of Extricom.

II. The Buyer's breach of any of the foregoing representations, warranties and/or covenants shall entitle Extricom to immediately terminate this Contract and any remaining obligations of Extricom hereunder. For the avoidance of doubt, Extricom may not sell Equipment, spare or replacement parts, or provide services (including but not limited to commissioning, warranty and/or after-sales services) to any jurisdiction embargoed by the U.S. government, the government of the country of organization of Extricom, to any parties blocked or otherwise subject to sanction by the U.S. government, or to any party blocked or otherwise subject to sanction by the government of the country of organization of Extricom. Extricom's refusal to do so shall not be considered a breach of its contractual obligations or commitments hereunder or give the Buyer any right to make a claim for breach.

III. The Buyer shall further indemnify, defend, and hold harmless Extricom from and against any and all losses, liabilities and damages arising from the Buyer's failure to comply with its representations, warranties and/or covenants hereunder, including but not limited to Extricom's attorneys' fees and expenses.

IV. In the event the end user identity and/or destination of Equipment is unknown to the Buyer at the time the Contract is signed, Buyer agrees to notify Extricom, in writing, of the end user identity and location no less than 30 days prior to shipping of the Equipment. The notification shall include the following information:

- Full legal name and address of the end user;
- General contact details of the end user and end use location;
- Specifications of processed materials (tons per hour, recipe);
- Any additional or relevant information as reasonably requested by Extricom.

Extricom shall have the right to reject the shipment and sale of the Equipment if the end user or end destination is subject to the sanctions that would prevent Extricom from making the sale directly. Buyer shall indemnify, defend, and hold harmless Extricom from any and all damages incurred by Extricom (including attorneys' fees) as a result of Buyer violating this Article or making a sale that Extricom rejects.

U. CONFIDENTIAL INFORMATION:

All of Extricom's Confidential Information shall remain the proprietary and confidential property of Extricom or its subcontractor or sub-supplier, respectively, and shall be used by Buyer only with respect to the work covered by the Contract and shall not be used by Buyer in connection with any other project. Such Confidential Information

may only be shown or otherwise made available to Buyer's agents and representatives upon Buyer incorporating all of the confidentiality obligations set forth in this Article into an agreement with such agents and representatives. Neither Buyer itself shall, nor shall Buyer permit any of its employees or agents to, reverse engineer, measure or otherwise technically examine or test the Equipment which are within Buyer's control without Extricom's prior written consent. Any such Confidential Information which Buyer determines must be disclosed to its employees shall only be disclosed to its employees on a need-to-know basis for the plant design, installation, operation, maintenance, and repair of the Equipment. All Intellectual Property given or made available to Buyer under the Contract or obtained by Buyer from the Equipment or Services shall remain the exclusive property of Extricom or its subcontractor and/or sub-supplier, respectively. Buyer shall return all Confidential Information in its possession at Extricom's request.

V. SOFTWARE:

I. **Software License**: For any of Extricom's Equipment that contain software or source code ("Software"), to the extent such Software is owned by Extricom, Extricom hereby grants to Buyer a non-exclusive, non-assignable, royalty-free, non-sublicensable, perpetual, worldwide right and license to use the Software, solely to the extent necessary to use, operate, and maintain the Equipment and Services sold under this Agreement. For the avoidance of doubt, the Software shall not be reproduced and shall not be used by Buyer in connection with any other project, Equipment, Services, or for the benefit of its own or any third party, including without limitation, utilizing the Software to provide, develop, manufacture, process, test, package, or sell any services or Equipment similar to the Equipment or Services provided under this Agreement.

II. **Third-Party Software**: To the extent Extricom does not own any Software included with the Equipment and Services, Extricom will use commercially reasonable efforts to pass through, to Buyer, any third-party software licenses necessary for Buyer's use of the Software in connection with the Equipment and Services.

III. **Ownership Rights**: Extricom will retain all ownership rights, title, and interest (including without limitation all copyright, patent, trade secret, and other intellectual property rights) to the Software; except to the extent that the Software may incorporate any proprietary or confidential information of Buyer or its customers.

IV. **Software Warranty**: Extricom warrants that the Software will not contain any viruses, Trojan horses, disabling code, timer, clock, counter, or other limiting design or routine which causes the Software to be erased, inoperable, or otherwise incapable of being used in the full manner for which it was designed and licensed pursuant to the Agreement after being used or copied a certain number of times, or after the lapse of a certain period of time, or after the occurrence or lapse of any similar triggering factor. Extricom further warrants, for a period of one year after delivery of the Software ("Software Warranty Period"), that the Software will conform to and perform in accordance with all applicable Software descriptions and specifications. If the Software does not comply with the foregoing warranty during the Software Warranty Period, Extricom will, at no additional charge, correct any defects and nonconformities.