

## GILEAD SCIENCES PURCHASE ORDER TERMS AND CONDITIONS

**IF THE SUPPLIER (“SUPPLIER”) NAMED ON THE PURCHASE ORDER (THE “ORDER”) THAT REFERENCES THESE TERMS AND CONDITIONS (these “TERMS”) AND THE GILEAD SCIENCES ENTITY NAMED ON THE ORDER (“BUYER”) HAVE ENTERED INTO A NEGOTIATED AGREEMENT THAT APPLIES TO THE GOODS AND SERVICES UNDER THE ORDER (“GOODS” AND “SERVICES”, RESPECTIVELY), AND IF SUCH AGREEMENT IS STILL IN EFFECT, THEN SUCH AGREEMENT SHALL GOVERN THE ORDER. IF THERE IS NO SUCH AGREEMENT, THEN THESE TERMS SHALL GOVERN THE ORDER.**

1. **Acceptance:** Supplier’s written acceptance or failure to deliver a written objection within ten (10) business days, preparation for shipment of any Goods, or commencement of any work under the Order shall constitute Supplier’s acceptance of these Terms. Any additional or different terms and conditions proposed by Supplier are expressly rejected. These Terms are deemed incorporated into the Order by reference as if set forth therein in full.

2. **Prices:** Supplier warrants that the prices to be charged under the Order do not exceed the lowest price charged to any other customer of Supplier for the Goods and Services under the order in similar quantities or with similar performance or delivery requirements. Supplier shall refund to Buyer or Buyer may set off against subsequent invoices any amounts paid by Buyer in excess of such prices. Prices include all taxes and duties, except state sales tax will be added as a separate item on each invoice. Supplier is solely responsible for all charges that are assessed against Buyer as a result of any delay or failure by Supplier comply with the Order or Applicable Law.

3. **Shipping:** Supplier will ship Goods to Buyer with no charge for shipping and handling unless otherwise agreed in writing by Buyer. Supplier shall route shipments in accordance with instructions from Buyer, if any. Supplier will mark each package with the Order number and include an itemized packing slip along with all pertinent material safety data sheets. Supplier will identify the Goods on bills of lading and other shipping receipts. The marks on packages, packing slips, and bills of lading shall be sufficient to enable Buyer to identify the Goods delivered.

4. **Delivery:** Deliveries of Goods shall be made in quantities and at times specified in the Order. Time is of the essence. Supplier must immediately notify Buyer of any actual or anticipated delay and take all reasonable steps to meet delivery dates, including the use of premium transportation, if necessary, at no additional cost to Buyer. Buyer is not required to pay for Goods delivered to Buyer that are in excess of quantities ordered. Return shipping charges for excess quantities will be at Supplier’s expense. Buyer may reject Goods delivered early or late. Supplier will bear the risk of loss, damage or destruction to the ordered Goods until final acceptance of the Goods by Buyer at the destination designated by Buyer. Supplier will bear the same risk with respect to any Goods rejected by Buyer. Title to Goods shall pass to Buyer upon the earliest to occur of (a) delivery of the Goods to the destination designated by Buyer or (b) payment of any portion of the price for such Goods by Buyer.

5. **Changes:** Buyer may change the Goods or Services ordered or change scheduled shipments under the Order, provided that any difference in price or time for performance resulting from such change shall be equitably adjusted; provided further that any increase in price or time for performance must be agreed in writing by Buyer.

6. **Non-conforming Goods or Deliverables:** Buyer may inspect or test the Goods or items resulting from Services (“**Deliverables**”) prior to final acceptance. To the extent Buyer rejects Goods or Deliverables as non-conforming to the warranties set forth in Paragraph 9 below, the quantities under the Order will automatically be reduced unless Buyer notifies Supplier otherwise. Supplier will replace rejected quantities upon Buyer’s request. Non-conforming Goods or Deliverables will be held by Buyer at Supplier’s risk. If Supplier fails to provide written instructions for return or destruction of rejected Goods or Deliverables within ten (10) days after Buyer’s issuance of notice of non-conformity, Buyer may charge Supplier for storage and handling or dispose of the Goods or Deliverables, without liability to Supplier.

7. **Business Continuity Plan:** Supplier shall have a written business continuity plan (“**BCP**”) that assures supply of Goods or Services to Buyer in the event of a business interruption. Supplier shall immediately notify Buyer in the event of a potential business interruption and in advance of any potential implementation of the BCP.

8. **Billing:** Supplier shall bill Buyer only upon receipt of Buyer’s notification of acceptance of the Goods, Deliverables or Services to be provided as set forth in the Order. Undisputed invoiced amounts shall be payable within forty-five (45) days of Buyer’s receipt of the invoice. Buyer may withhold payment of any disputed invoiced amounts until final resolution of such dispute. Each invoice must include the applicable Order number, a description of Services and/or Deliverables

provided or the item number, description, size, quantity, unit price, state tax, and total amount due with respect to any Goods. Supplier will invoice Buyer only for such amounts consistent with the Order, and submit itemized invoices electronically to the online portal as per instructions provided in the Order. Buyer shall have no liability with respect to any invoice that is received by Buyer more than one hundred twenty (120) days following shipment of the applicable Goods or delivery of the Services or Deliverables to which the invoice relates. Any invoicing errors must be remedied by Supplier prior to receipt of payment. Once payment has been received with respect to a particular invoice, Supplier is not permitted to seek payment for any unbilled (or underbilled) amounts with respect to the Goods, Services or Deliverables covered by such invoice. Where the Goods or Services are provided on a time and materials basis: (a) the fees payable for the Goods or Services shall be calculated in accordance with the rates set forth in the Order; (b) Buyer shall reimburse Supplier, at Supplier's actual cost, for any materials, machinery, equipment, and third-party services (collectively, "Materials") reasonably necessary for the provision of the Goods or Services; (c) Supplier shall obtain Buyer's written consent prior to the purchase of all Materials; and (d) the applicable invoice will include reasonably detailed narratives of the tasks performed by Supplier's personnel and documentation to support the cost of the Materials. Where the Goods or Services are provided for a fixed price, the total fees for the Goods or Services shall be the amount set out in the Order.

**9. Warranty:** Supplier warrants that all Goods and Deliverables covered by the Order, as applicable, will: (a) conform to any specifications, drawings, samples, requirements or descriptions furnished by Buyer; (b) be of merchantable quality and be free from defects in workmanship, material, and manufacture; (c) be free from defects in design; (d) be fit for Buyer's intended purpose; (e) be free and clear of liens and other interests of Supplier and third parties, including royalties, mechanics liens or other encumbrances; and (f) not infringe the intellectual property rights of any third party. Supplier warrants that all Services will be performed in a timely, professional and workmanlike manner. The foregoing warranties are in addition to all other warranties, whether express or implied, and will survive any delivery, inspection, acceptance or payment by Buyer. Buyer's approval of Supplier's materials or design will not relieve Supplier of any warranties. If any Goods, Deliverables, or Services do not meet the warranties specified herein or otherwise applicable, Supplier will promptly, at Buyer's option, repair or replace any defective or non-conforming Goods or Deliverables, or reperform any non-conforming Services at no cost to Buyer or refund any amounts paid by Buyer for such defective or non-conforming Goods, Deliverables or Services.

**10. Term:** The term of the Order will commence on the date set forth on the Order (or if earlier, the date that the Order is accepted by Supplier) and will continue, unless earlier terminated as provided herein, for the duration stated on the Order or if no duration is provided, then until the date of Buyer's written acceptance of all Goods or Services to be provided by Supplier pursuant to the Order.

**11. Cancellation:** Buyer may immediately cancel the Order without liability to Supplier in the event of: (a) Supplier's insolvency; (b) Supplier's filing of a voluntary petition in bankruptcy/insolvency; (c) filing of any involuntary petition in bankruptcy against Supplier; (d) appointment of a receiver or trustee for Supplier; or (e) execution of an assignment for the benefit of Supplier's creditors, unless such petition, appointment or assignment is nullified within fifteen (15) days of such event. Buyer may cancel all or any part of the Order, without liability, if Supplier repudiates or breaches any of these Terms, or fails to perform Services or deliver Goods as provided herein or in the Order and does not correct such failure within ten (10) days after receipt of written notice from Buyer. If the Order is cancelled for Supplier's default, Buyer may procure substitute Goods or Services at Supplier's cost and Supplier will be liable for any excess costs occasioned thereby. Supplier shall refund any pre-payment for undelivered Goods or Services.

**12. Termination for Convenience:** Buyer may terminate the Order, in whole or in part, at any time for its convenience by notice to Supplier in writing. Supplier's sole compensation for such termination shall be payment by Buyer for Goods, Services and Deliverables accepted by Buyer prior to the effective date of termination. .

**13. Effects of Cancellation or Termination:** Upon receipt of Buyer's notice of cancellation or termination of the Order pursuant to Section 11 or Section 12, Supplier will commence winding down any ongoing Services in a timely and orderly manner, and will deliver to Buyer (in accordance with Buyer's instructions) all finished Goods or work in progress, and any Materials or Confidential Information then in Supplier's possession or control.

**14. Licensed Software:** For any software provided under the Order, Supplier will provide the most current release and hereby grants Buyer a non-exclusive, worldwide, fully-paid up, royalty-free, sublicensable license to use such software for Buyer's internal business purposes without restriction for the license term expressly set forth in the Order. If no license term is expressly set forth in the Order, the license term shall be perpetual. The software shall not include any malicious

code (including but not limited to viruses, worms, Trojan horses, and time bombs), nor any hereditary open-source code that would obligate Buyer to license Buyer's code or data on the same terms as the open-source license. These Terms will control over any conflicting terms and conditions in any browwrap, shrinkwrap, clickwrap, or other Supplier document and any additional terms in any such document are hereby rejected by Buyer notwithstanding any "acceptance" of such document by Buyer's personnel in connection with use of such software. Supplier shall provide Buyer with complete and accurate documentation for such software prior to or concurrently with its delivery. Supplier represents and warrants that (a) the software will meet all applicable specifications and be fully operable in all respects in conformity with the documentation; and (b) Buyer's use of the software will not infringe, misappropriate, or otherwise violate any right of any third party.

**15. Indemnification:** Supplier shall indemnify, defend (at Buyer's option), and hold Buyer and its officers, directors, employees, and sublicensees harmless from and against any liability, loss, cost, damage or expense (collectively, "**Losses**") (including reasonable attorneys' fees) in connection with any claim, demand, suit or proceeding (collectively, "**Claims**") arising from or in connection with: (a) Supplier's negligence or willful misconduct; (b) any material breach of the Order (including these Terms) by Supplier; (c) any Goods, Deliverables, or software provided by Supplier to Buyer, (d) any Supplier subcontractor Claims; or (e) actual or alleged infringement of any third-party intellectual property right or misappropriation of a third-party trade secret in connection with any Goods, Deliverables, Services, or software provided by Supplier to Buyer. Supplier will have no obligation to indemnify for Losses with respect to Claims of infringement to the extent the Claim arises solely and directly from: (i) modifications to the Goods, Deliverables, or software to the extent made solely by Buyer and the infringement or misappropriation would not have arisen but for such modification, or (ii) Supplier's implementation of a written design provided by Buyer, provided that all conforming implementations of that design constitute an authorized use of the design. Buyer will notify Supplier promptly upon learning of a Claim, and Buyer may, at its option, control the defense of the Claim, subject to indemnification by Supplier for all costs incurred by Buyer in connection with such defense.

**16. Insurance:** At all times that Supplier performs Services for Buyer, Supplier shall maintain in full force and effect, at Supplier's expense, liability insurance in compliance with Applicable Laws, and adequate in scope and in amounts consistent with industry standards, to cover any and all losses arising out of or caused by (or claimed to be arising out of or caused by) any Services provided by Supplier. Such insurance shall be issued by an insurance company rated A-VII or better by A.M. Best or its equivalent. Certificates of Insurance evidencing such liability insurance shall be furnished to Buyer upon reasonable request.

**17. Confidential Information:** Supplier shall not disclose to any third party that Supplier has agreed to furnish Buyer the Goods or Services in the Order, nor use any trademarks or trade names of Buyer, without Buyer's prior written consent. Buyer may disclose to Supplier, through observation or otherwise, Confidential Information (as defined below). During the term of the Order and for a period of five years thereafter, Supplier: (a) shall not disclose Confidential Information to any third party without the prior written approval of Buyer; (b) shall use Confidential Information only to perform its obligations to Buyer pursuant to the Order, and (c) shall limit dissemination of Confidential Information within its own organization to only those individuals who "need-to-know" such Confidential Information and who clearly understand the requirements of this Paragraph. The term "**Confidential Information**" means all information concerning Buyer unless specifically identified by Buyer as "non confidential," including, but not limited to, Buyer's confidential or proprietary information, trade secrets, data, know-how, formulas, designs, drawings, photographs, documentation, forms of software or electronic media, equipment, processes, ideas, methods, concepts, facilities, construction plans and specifications, research, development, and business and financial information. At Buyer's request at any time during the term of the Order and otherwise upon expiration or termination hereof, all tangible Confidential Information possessed by Supplier, including, but not limited to, copies, translations, interpretations and adaptations must be returned immediately to Buyer. If Supplier becomes legally compelled to disclose any Confidential Information, it shall provide Buyer an opportunity to obtain a protective order or such other appropriate remedy and shall obtain reliable assurances that such information will be accorded confidential treatment.

**18. Compliance with Laws:** Supplier agrees to comply with all laws, executive orders, rules, regulations, ordinances and industry guidelines which may be applicable to Supplier's performance of its obligations under the Order ("**Applicable Laws**"), including compliance with Buyer's Supplier Code of Conduct, regardless of whether Supplier has signed acknowledgement thereof, incorporated herein by this reference and located at: <https://www.gilead.com/-/media/files/pdfs/gilead-supplier-code.pdf>, as amended from time to time. Supplier also guarantees that no Goods shipped or Deliverables generated pursuant to the Order were produced in violation of the Fair Labor Standards Act. Supplier

warrants that neither Supplier nor any person employed by Supplier has been debarred by the U.S. Food and Drug Administration (the “**FDA**”), has been disqualified by the FDA, or has been debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any U.S. federal agency, and no such person will in the future be employed by Supplier in connection with any work to be performed for or on behalf of Buyer. In the event of any pending proceeding or threatened debarment, disqualification, restriction or declaration of Supplier or any of its employees, Supplier covenants that it shall immediately notify Buyer in writing. If Supplier or its employee are or may be debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any U.S. federal agency, Buyer may terminate the Order immediately with no liability to Supplier. Supplier has and will have necessary procedures in place to prevent violations of Anticorruption Laws (as defined in Paragraph 23) and Sanction and Trade Controls (as defined in Paragraph 18.b) by Supplier or its affiliates or any of their respective officers, directors, employees, agents and subcontractors (“**Supplier Representatives**”).

**19. Compliance with Government Contracts:**

a. Supplier agrees to comply with all U.S. statutory, regulatory and contractual requirements to the extent applicable to Supplier pursuant to Buyer’s status as a prime contractor with the U.S. government, including 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) (collectively, “**Applicable Requirements**”). Failure by Supplier to comply with Applicable Requirements, or to provide all certifications, representations, and disclosures required for compliance with Applicable Requirements, shall be considered a material breach, and Buyer shall have the right to terminate the Order.

b. Supplier represents that all Goods and Deliverables supplied hereunder are either of U.S. or designated country origin and that all Services performed for Buyer are performed in the U.S. or a designated country, as defined by 48 CFR § 25.003. In the event of any change in the country of origin, Supplier will notify Buyer in writing at least sixty (60) days before delivering any Goods or Deliverables or providing any Service of non-designated country origin. Neither Supplier nor Supplier Representatives have taken any action, directly or indirectly, that would result in a violation of any applicable economic or financial sanctions, trade embargoes, export controls, and anti-boycott laws administered or enforced by governments and governing bodies including the United States, the United Nations Security Council, the European Union (or any member state thereof), the United Kingdom or the respective governmental institutions of any of the foregoing including, without limitation, His Majesty’s Treasury, the Office of Foreign Assets Control of the U.S. Department of Treasury, the U.S. Department of Commerce, the U.S. Department of State and any other agency of the U.S. government (“**Sanctions and Trade Controls**”). Buyer may, at Buyer’s sole discretion, terminate the Order or suspend or remove any Supplier Representatives, for any violation of the Sanctions and Trade Controls by any Supplier Representatives.

**20. Data Protection:** Supplier shall comply with all applicable privacy and data protection laws including, without limitation, the U.S. Health Insurance Portability and Accountability Act, as amended, the European General Data Protection Regulation (“**GDPR**”) and the applicable laws, rules and regulations of the individual EU member states implementing the GDPR with respect to personal data as defined under the GDPR, including, but not limited to the export of data from the European Economic Area (“**EEA**”) to the US and the applicable data protection laws of countries outside the EEA and U.S relating to information privacy, security, and data protection. If Supplier is required to process personal data on behalf of Buyer, Supplier shall process the personal data: (a) only as needed to provide the Services, including with regard to any transfer; (b) in accordance with the processing instructions of Buyer unless otherwise required by Applicable Law, in which case Supplier shall inform Buyer of the relevant legal requirement prior to such processing unless prohibited from doing so by law; and (c) in compliance with Applicable Laws, including but not limited to applicable data protection laws and regulations. Supplier shall not use, disclose, sell, or share the personal data for any purpose other than to provide Services to Buyer hereunder, or combine personal data relating to Buyer with personal data Supplier receives from another person or from its own interactions with data subjects, except as instructed by Buyer or otherwise permitted by Applicable Law. Supplier shall promptly inform Buyer if Supplier is of the reasonable opinion that (i) an instruction of Buyer infringes any applicable data protection law, or (ii) it can no longer comply with any data protection law (in which case Buyer may take reasonable and appropriate steps to stop or remediate any unauthorized processing of personal data). Supplier shall provide Buyer with prior notice of any third parties that will process personal data on behalf of Buyer in connection with the Order, and allow Buyer a reasonable opportunity to object to any such third party on reasonable grounds. Supplier shall promptly inform Buyer of any requests from data subjects regarding their personal data or communications from governmental authorities regarding Supplier’s processing of personal data. Supplier shall provide all reasonable assistance to Buyer to help Buyer ensure its compliance with applicable data protection laws and make available to Buyer all information and records reasonably sufficient to demonstrate Supplier’s compliance with this Paragraph, and allow for and contribute to audits or inspections by Buyer or its designated auditor, subject to mutually agreed terms regarding the scope and timing of the audit. Supplier shall return or delete personal data obtained by Supplier in connection with this Agreement upon Buyer’s written request. Supplier will, if requested by Buyer, enter into

additional terms governing the cross-border transfer or processing of personal data that comply with Article 28 of GDPR (as amended, extended and re-enacted from time to time). If Supplier becomes aware of a breach of this Paragraph, Supplier will immediately notify Buyer in writing.

**21. Onsite Services:**

a. While on Buyer's premises, Supplier's personnel (including Supplier's employees and contractors) shall comply with Buyer's site, security and safety rules and instructions which are made known to such personnel. At Buyer's request, Supplier agrees to replace any of its personnel who are found by Buyer to be violating this provision. Supplier represents and warrants to Buyer that: (i) Supplier and each of Supplier's subcontractors are in compliance with all Occupational Safety and Health Administration ("**OSHA**") and/or California Occupational Safety and Health Administration ("**Cal OSHA**") regulations and guidelines, and all similar laws in other relevant jurisdictions and (ii) Supplier has provided Buyer with all reports of OSHA and/or Cal OSHA related violations within the past three years and/or all OSHA and/or Cal OSHA records of inspections, reports, or other Government-provided evidence that Buyer's facilities are operating safely and within all required guidelines ("**OSHA and/or Cal OSHA Documentation**"). Supplier further covenants that it will notify Buyer of any notice of violation of OSHA and/or Cal OSHA regulations or guidelines and will provide Buyer with copies of OSHA and/or Cal OSHA Documentation within two business days of Supplier's receipt of such notice or OSHA and/or Cal OSHA Documentation.

b. Supplier represents, warrants and covenants that, prior to Supplier employees or contractors performing Services for Buyer, Supplier, at its sole cost and expense, will have performed a criminal background investigation on each Supplier Representative that includes criminal conviction history, motor vehicle reports and convictions, and employment history. Supplier shall not assign any Supplier Representative to perform Services for Buyer, and shall immediately remove any Supplier Representative from Buyer's premises and from performing Services for Buyer upon becoming privy to, and whose background investigation uncovers information that would cause a reasonable company to reject such Supplier Representative with respect to performance of the Services.

c. Supplier will, upon Buyer's written request, register (at its own cost and expense) with Buyer's third-party compliance screening vendor and undergo its qualification process.

**22. Gratuities:** Supplier or Supplier's representatives may not offer nor give to an agent, officer, official or employee of Buyer, any gift, entertainment, payment, loan or other gratuity which, in Buyer's sole discretion, is given to influence the award of an order or obtain favorable treatment under an order. Violation of this Paragraph will be considered by Buyer to be material breach of the Order, which may justify termination or cancellation.

**23. Anticorruption:** Neither the Supplier, nor any Supplier Representative has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended (such act, including the rules and regulations thereunder, the "**FCPA**"), the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions adopted by the Negotiating Conference of the Organisation for Economic Co-operation and Development on 21 November 1997 (such convention, including the rules and regulations thereunder, the "**OECD Convention**"), the U.K. Bribery Act of 2010 ("**Bribery Act**"), or any other applicable anti-bribery or anticorruption laws, rules or regulations (collectively with the FCPA, the OECD Convention and the Bribery Act, the "**Anticorruption Laws**"). In addition, Buyer may require Supplier Representatives to receive training as to Buyer's anticorruption policy. Buyer may, at Buyer's sole discretion, terminate the Order or suspend or remove any Supplier Representatives, for any violation of the Anticorruption Laws.

**24. Audit:** For at least three (3) years following the date of each invoice issued in connection with the Order, Supplier shall maintain complete and accurate records and accounts relating to the Goods, Deliverables, or Services provided and the costs incurred sufficient to document the fees and expenses invoiced to Buyer ("**Records and Accounts**"). Supplier agrees that Buyer shall have the right, from time to time, upon written notice to Supplier, to conduct an investigation and audit of Supplier's policies, books, Records and Accounts to verify Supplier's compliance with the provisions of the Order. Supplier agrees to cooperate fully with such investigation, the method of which shall be at the sole discretion of Buyer. Supplier shall promptly correct, any deficiencies noted during the audit. If any audit reveals that Supplier has overcharged Buyer, Supplier shall promptly reimburse Buyer for such overcharge.

**25. General:** The rights and remedies reserved to Buyer in the Order shall be cumulative, and in addition to all other or further remedies provided in law or equity. **IN NO EVENT IS BUYER LIABLE TO SUPPLIER FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, PENALTIES OR COSTS ARISING OUT OF OR IN CONNECTION WITH THE ORDER. BUYER'S TOTAL AGGREGATE LIABILITY ARISING FROM THE ORDER**

**SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE IN CONNECTION WITH THE ORDER IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.** The failure of either party to require performance by the other party of any provision of the Order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of the Order constitute a waiver of any subsequent breach of the same or any other provision. Supplier may not assign or delegate its obligations under the Order without Buyer's prior written consent. Buyer may assign the Order to any affiliate of Buyer or to the purchaser of Buyer's assets to which the Order relates. Supplier is an independent contractor. Neither party is the agent or legal representative of the other party. Supplier is solely responsible for the conduct of its employees, agents and subcontractors at all times and must comply with all terms of the Order including the procurement of permits and licenses when requested, and Applicable Laws. If any term or provision of the Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, such term will be deemed to be severed from the Order and all remaining terms will continue in force and effect as though such term was never included herein. The Order shall be interpreted and enforced in accordance with the laws of the State of California, regardless of any choice of law principles. The parties will submit any dispute under the Order to the exclusive jurisdiction of the courts located in San Mateo County, California, and each party hereby submits to, and waives any objection to, personal jurisdiction and venue in such courts. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Order. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. If any term of the Order is invalid or unenforceable, such term shall be severed, and the remaining provisions of the Order shall remain in full force and effect.

**26. Entire Agreement:** The Order, together with any attachment referenced in it, constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior oral or written inquiries, proposals, representations, negotiations, commitments and agreements pertaining to the subject matter herein. The Order may only be modified by an addendum signed by both parties. The rights of a party arising under the Order may be waived only in a written instrument signed by the party against which such waiver is sought to be enforced.