

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("**Terms and Conditions**") between Arrowhead Global, LLC ("**ARROWHEAD**") and the entity purchasing products from ARROWHEAD ("**Buyer**") govern the sale, license, resale and distribution, as applicable, of third-party vendor ("**Vendor**") hardware, products, services and software (including all open source licensed or distributed by Vendor, or incorporated into any Vendor software) and ARROWHEAD services, which consist of a variety of services sold and/or performed by ARROWHEAD (as opposed to third-party vendor services resold by ARROWHEAD) ("**ARROWHEAD Services**") (collectively "**Products**") by ARROWHEAD to Buyer.

1. ACCEPTANCE OF PURCHASE ORDERS

Acceptance: Buyer accepts these Terms and Conditions through any of the following, whichever occurs first: (a) Buyer submits a purchase order, whether electronically, by phone, or in writing ("Order") to ARROWHEAD; (b) Buyer provides written acknowledgment; (c) Buyer accepts any shipment of any Products; or (d) Buyer performs any other act or expression of acceptance. All Orders are subject to ARROWHEAD acceptance, which may occur in writing, Electronic Data Interchange ("**EDI**") acknowledgment, or execution of the Order. Acceptance is expressly limited to these Terms and Conditions in their entirety without addition, modification or exception. ARROWHEAD rejects any term, condition, or proposal submitted by Buyer (whether oral or in writing) which are inconsistent with or in addition to these Terms and Conditions. ARROWHEAD's silence or failure to respond to any subsequent or different term, condition, or proposal shall not be deemed to be ARROWHEAD's acceptance. Buyer may not change, cancel, or reschedule orders for Products without ARROWHEAD's prior written consent.

Quotations: Quotes from ARROWHEAD are applicable for the period specified in the quote. ARROWHEAD reserves the right to allocate the sale of Products among its buyers. Unless otherwise agreed to in writing by ARROWHEAD, quotes are invitations to tender and are subject to change at any time without notice. All information relating to ARROWHEAD pricing is proprietary and confidential and Buyer will keep such information confidential.

2. DELIVERY

Shipping Policy: Unless otherwise agreed in writing, ARROWHEAD will deliver or arrange to deliver the Products in accordance with ARROWHEAD's [shipping policy](#) in effect on the date of shipment.

Domestic: For all domestic transactions, including drop shipments, title to the Products and all risk of loss or damage with respect to the Products, except software or services, shall pass to Buyer upon delivery to the carrier or Buyer's representative at the logistics center where the Products are located.

International: For all international transactions, including drop shipments, the Product will be shipped FCA (Free Carrier) from the logistics center where the Products are located (Incoterms 2020). ARROWHEAD assumes no responsibility for Additional Fees as defined in Section 4(a) for the country designated for delivery by the Buyer. Title and risk of loss, except for software or services, shall pass to the Buyer upon delivery to the Buyer or Buyer's representative at ARROWHEAD's logistics center or, for drop shipments, upon delivery of the Products to the first common carrier.

Delivery Information: Delivery is subject to ARROWHEAD's receipt of all necessary information and documentation from Buyer including all import certificates, exemption or resale certificates, licenses, and other documents required from Buyer for export of the Product. Buyer shall notify ARROWHEAD of any claimed shortages or rejections of delivery per the requirements stated in ARROWHEAD's then current [return policies](#). ("**Return Policies**") and must meet all other ARROWHEAD requirements as stated in the Return Policies. Buyer shall provide such notice in writing and with reasonable detail, stating the grounds for any such rejection. Buyer's failure to give such notice within the time specified is deemed an acceptance in full of any such delivery.

3. ARROWHEAD SERVICES

Limited ARROWHEAD Services Warranty: ARROWHEAD warrants that ARROWHEAD Services will be performed in a reasonable and workmanlike manner. To the extent permitted by law, ARROWHEAD makes no other warranty, express or implied, such as warranty of merchantability, fitness for purpose or non-infringement. Buyer's sole remedies for breach of this Limited ARROWHEAD Services warranty are, at ARROWHEAD's sole discretion, to: (i) re-perform the ARROWHEAD Services, or (ii) refund the portion of the fees paid by Buyer that relate to the non-conforming ARROWHEAD Services.

Exclusive Remedy: THIS SECTION STATES ARROWHEAD'S ENTIRE LIABILITY FOR WARRANTY CLAIMS FOR ARROWHEAD SERVICES. BUYER MUST NOTIFY ARROWHEAD IN WRITING OF ANY ALLEGED BREACH OF WARRANTY NO LATER THAN THIRTY (30) DAYS AFTER COMPLETION OF THE APPLICABLE ARROWHEAD SERVICES. TO THE EXTENT PERMITTED BY LAW, ARROWHEAD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SUCH AS WARRANTY OF MERCHANTABILITY, FITNESS OR PURPOSE OR NON-INFRINGEMENT. ARROWHEAD DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES,

STATUTORY OR OTHERWISE. IN PARTICULAR, ARROWHEAD DOES NOT WARRANT THAT SOFTWARE PROVIDED BY ARROWHEAD IS UNINTERRUPTED OR ERROR-FREE.

4. PRICE AND PAYMENT

Additional Fees: ARROWHEAD's prices stated on invoices and quotations are for Products only and do not include applicable federal, state, municipal and other government taxes (such as sales, use, value-added, and similar taxes), as well as import or customs duties, license fees, freight (except as otherwise provided in ARROWHEAD shipping policy) and any other similar charges, however designated or levied on the sale or delivery of the Products or measured by the purchase price paid for the Products ("**Additional Fees**"). Buyer is responsible for all Additional Fees. ARROWHEAD shall invoice Buyer for all taxes applicable to sales of the Products, itemized by type and jurisdiction, which ARROWHEAD is required by law to collect from Buyer. Exemption certificates must be presented to ARROWHEAD prior to shipment if they are to be honored. Upon Buyer's request, ARROWHEAD will provide Buyer with sufficient documentation to enable Buyer to complete any necessary tax filings or claim any applicable tax credits for amounts paid to ARROWHEAD. If applicable law requires Buyer to deduct any amount from the amounts to be paid to ARROWHEAD due to withholding taxes or any other taxes or levies of any kind, Buyer shall pay all such additional amounts so that the net amounts received by ARROWHEAD are the amounts specified on the invoice. To the extent that any withholding tax is payable, ARROWHEAD and Buyer shall mutually collaborate and provide any and all assistance reasonably requested to obtain the benefits of any applicable tax treaty between the country where the ARROWHEAD entity that accepted Buyer Order is located and the applicable jurisdiction where the withholding tax applied.

Payment Terms: Payment is due as stated on ARROWHEAD's invoice without offset or deduction for withholding taxes or any other fees. ARROWHEAD, at its discretion, may require reasonable advance assurances of payment through irrevocable bank letters of credit or otherwise. All unpaid invoices will bear interest at an amount equal to 1-1/2% of the outstanding balance per month (or the maximum rate of interest allowed to be contracted for by law, whichever is less), starting on the date payment is due. Buyer's failure to make timely payment may result in such action as commencement of proceedings for collection, revocation of credit, cancellation of Orders, stoppage of shipment, delay or cessation of future deliveries, repossession of unpaid delivered goods, and termination of any one or more sales agreements. At any time, ARROWHEAD may change the terms of Buyer's credit. ARROWHEAD may apply payments to any of Buyer's accounts. Notwithstanding any "net" payment provisions specified on the invoice, ARROWHEAD shall have no continuing obligation to deliver Products on credit, and any credit approval may be withdrawn by ARROWHEAD at any time and without prior notice. Prior to accepting an Order, ARROWHEAD may require Buyer to grant

ARROWHEAD a security interest in the Product, plus all accounts resulting therefrom as a condition of accepting an Order. Buyer agrees to execute a Security Agreement in a form acceptable to ARROWHEAD, and Buyer authorizes ARROWHEAD to file financing statements as ARROWHEAD deems appropriate to perfect and/or continue ARROWHEAD's purchase money security interest therein.

Collections: If ARROWHEAD engages an attorney or collection agency for the purpose of collection, or enforcing ARROWHEAD's security interest in the Products, with or without litigation, Buyer shall pay any and all associated costs, including and without limitation, attorneys' fees and costs (whether incurred prior to, during, or subsequent to trial), collection, bankruptcy, or other creditor's rights proceedings. ARROWHEAD reserves the right to effect a recoupment, to set off of any funds due at any time to Buyer from ARROWHEAD, and to set off any amounts against amounts owed by Buyer to ARROWHEAD.

Currency: If a sale is to occur (or the Product is to be shipped) outside of the United States, Buyer acknowledges and agrees that the amount due ARROWHEAD shall be paid in U.S. Dollars. Any payment by Buyer in local currency or the receipt by ARROWHEAD of local currency as a consequence of enforcement procedures against Buyer will be deemed (a) an authorization for ARROWHEAD to use that local currency to purchase U.S. Dollars or, (b) if such purchase is prohibited by local law, an authorization to purchase appropriate bonds or other instruments and export them from the Buyer's country in order to convert the currency into U.S. Dollars and apply the proceeds to the payment of any amounts owed to ARROWHEAD by Buyer. Buyer is responsible for any deficiency as a result of conversion of payment into U.S. Dollars.

5. RETURN

Returns: All Product returns are subject to ARROWHEAD's Return Policies. All Orders that are identified by ARROWHEAD as non-standard or "NCNR" are non-cancelable and non-returnable. If ARROWHEAD issues a return authorization to Buyer allowing Buyer to return Product to ARROWHEAD, Buyer will deliver the Product to ARROWHEAD's specified address in the United States and Buyer shall bear Additional Fees designated or levied, on any replacement Product to be shipped by ARROWHEAD to Buyer. If ARROWHEAD determines such Products are not eligible for return, ARROWHEAD will, at its sole discretion, send such Products back to Buyer on freight collect basis, or hold such Products (at Buyer's expense) for Buyer's collection and on Buyer's account. The right to return defective Products as set forth herein shall constitute ARROWHEAD's sole liability and Buyer's exclusive remedy in connection with any claim of any kind relating to the quality, condition, or performance of any Product, whether such claim is based upon breach of contract, warranty, negligence or other tort, breach of any statutory duty, indemnity or contribution, the failure

of any limited or exclusive remedy to achieve its essential purpose, or otherwise.

Hazardous Materials

Lithium Batteries: Recalled Lithium batteries or lithium batteries that are known or suspected to be defective or damaged present a high safety risk to personnel and property and are not permitted to be returned to Arrowhead facilities under any circumstances. Packaging and Labeling of Dangerous Goods: Items identified as dangerous goods for transport need to be packaged, marked and labeled according to local and global regulations for the transport of Dangerous Goods including, but not limited to, IATA, IMDG, DOT, ADR, as referenced in [Arrowhead's Product Return](#) policies. These items may include but are not limited to: Lithium Batteries, Magnetic Materials, Aerosols or Pressurized Gas, and other materials that can pose a risk to property and life.

6. DISCLAIMER OF WARRANTIES

Disclaimer of Warranties: Notwithstanding any right to return defective products under ARROWHEAD's Return Policy as specified in Section 5 or the limited ARROWHEAD Services Warranty as specified in Section 3, ARROWHEAD makes no representations or warranties of any kind with respect to the Products, including but not limited to Product information. ARROWHEAD HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ARROWHEAD WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST, OR EXPENSE FOR BREACH OF WARRANTY. Except for the limited ARROWHEAD Services Warranty as specified in Section 3, any product warranties applicable to the Products shall be provided by the Vendor. Buyer shall not make any representations and warranties on behalf of ARROWHEAD or the Vendor.

7. LIMITATION OF LIABILITY

Limitation of Liability: SUBJECT TO THE LIMITATIONS OF SECTIONS 5 AND 6, ARROWHEAD'S LIABILITY FOR DAMAGES ARISING UNDER THESE TERMS AND CONDITIONS, OR WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL: (1) BE LIMITED TO ACTUAL, PROVEN, DIRECT DAMAGES; AND (2) WILL NOT EXCEED THE NET AMOUNT PAID TO ARROWHEAD BY BUYER FOR THE PRODUCT THAT IS THE SUBJECT OF THE CLAIM. ARROWHEAD SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS AND CONDITIONS OR THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA, COSTS OF COVER, OR FOR ANY DAMAGES OR SUMS PAID BY BUYER TO THIRD PARTIES, EVEN IF ARROWHEAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF

LIABILITY APPLIES WHETHER ANY CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

8. AUTOMATIC RENEWALS AND RECURRING SERVICES

Automatic Renewals and Recurring Services: For Products made available on a subscription or recurring term basis ("**Subscriptions**"), Buyer agrees that ARROWHEAD may invoice Buyer for automatic renewals and Subscriptions, using Buyer's initial purchase order number as authorization for subsequent invoices until Buyer properly cancels the applicable Subscription. Buyer further agrees to notify end users of the applicable renewal Subscriptions and payments due and acknowledges that Buyer's obligation to pay is not conditioned on: (a) ARROWHEAD's invoice for Products, (b) Buyer's placement of a renewal purchase order, or (c) Buyer's receipt of a renewal order from its customer.

Consent to Move End Users for Default: If Buyer defaults on these Terms and Conditions, ARROWHEAD reserves the right to move Buyer's end users to another reseller or other provider to avoid interruption of access by the end user.

9. BUYER'S OBLIGATIONS

Compliance with Laws: Buyer represents and warrants that it will comply with all applicable laws, codes, directives, ordinances, and regulations. Buyer further acknowledges and agrees that the Products are subject to the export control laws and regulations of the United States, including, but not limited to, the Export Administration Regulations, and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls. Buyer shall not, without prior U.S. government authorization, export, reexport, or transfer any Products, either directly or indirectly, to any country subject to a U.S. trade embargo, or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury. In addition, Buyer may not export, re-export, or transfer Products to an end-user engaged in activities related to weapons of mass destruction. Such activities include, but are not necessarily limited to, activities related to the design, development, production, or use of: (1) nuclear materials, nuclear facilities, or nuclear weapons; (2) missiles or support of missiles projects; (3) chemical or biological weapons; and 4) life support systems, human implantation, or any other application where Product failure could lead to loss of life or property damage.

Vendor Restrictions: Buyer acknowledges and agrees that some Product sales are limited to a specified territory and shall not sell Products outside that territory. Such sales may constitute copyright or trademark infringement. Products purchased by Buyer may also be subject to additional usage restrictions or authorizations or terms and conditions imposed by the Vendor. Buyer is responsible for ensuring compliance with any such restrictions, authorizations or terms and conditions. Buyer shall comply with any applicable rights of third parties regarding Products, including software or other intellectual property, such as patents, copyrights, and user licenses.

Anti-Bribery Anti-Corruption: Buyer agrees it has not and will not in the future directly or indirectly offer or pay, or authorize the offer or payment of, any money or anything of value in an effort to influence any government official or any other person in order to improperly obtain or retain business or gain an improper business advantage, and has not accepted, and will not accept in the future, any such payment.

Software: Software is the machine-readable (object code) version of computer programs ("Software"). Buyer shall not, directly or indirectly, modify the features or functionality of, copy or create derivative works using all or any portion of, decompile, or otherwise reverse engineer or attempt to reverse engineer or derive source code, techniques, algorithms or processes from the Software or permit or encourage any third-party to do so. Buyer's use of Software and any related documentation is governed by the Software's applicable license agreements. Software embedded in or bundled with hardware must be used solely with the device for which it was intended and may not be transferred separately. Buyer authorizes ARROWHEAD to accept, on Buyer's behalf, any end-user license agreement, or similar agreement for Products. Buyer shall secure this same authority from its end user. ARROWHEAD has no obligation to accept any end-user license agreements but may use its sole discretion to exercise its authority. Buyer acknowledges that Vendor or Vendor's third-party licensors will provide any license required to use the Product and not ARROWHEAD.

Records and Audit: Buyer shall keep complete and accurate books and records for seven (7) years from the date of the purchase or longer if required by applicable law. Buyer will allow ARROWHEAD to audit records related to transactions under these Terms and Conditions.

Refunds: Buyer will reimburse to ARROWHEAD any funds ARROWHEAD has provided to Buyer as a pass-through from the Vendor ("**Pass-Through Funds**") in the following instances: (1) ARROWHEAD is obligated to return the Pass-Through Funds to the Vendor, or (2) ARROWHEAD provided the Pass-Through Funds to Buyer but did not receive the Pass-Through Funds from the Vendor. These Pass-Through Funds include but are not limited to discounts, fees, and marketing funds. ARROWHEAD may also recover such Pass-Through Funds by offsetting any amounts due to Buyer from ARROWHEAD.

Notices and Communications: Buyer consents to receive all communications from ARROWHEAD or Vendor regarding Products and shall promptly notify ARROWHEAD in writing of all changes to Buyer's name, address, and control/ownership of its assets. Additionally, Buyer consents to allow ARROWHEAD to contact Buyer's end users regarding Products.

Indemnification: Buyer will indemnify, defend, and hold ARROWHEAD harmless from and against any and all liabilities, losses, and damages (including but not limited to, reasonable attorney's fees, and costs of establishing rights to indemnification) for any claim including: (i) breach by Buyer of any warranty, representation, or covenant under these Terms and Conditions; (ii) breach or violation by Buyer of any agreement with a Vendor or the rights of a Vendor, respectively; (iii) non-compliance with requirements of these Terms and Conditions; or (iv) claims arising from Buyer's negligence or willful misconduct; or (v) claims arising from (1) ARROWHEAD's compliance with Buyer's designs, specifications or instructions; (2) modifications of any Product by anyone other than ARROWHEAD; or (3) use or sale of Products in combination with other products or in violation of the Vendor's applicable specifications and/or documentation.

Code of Conduct: Buyer shall comply with the requirements of ARROWHEAD's then current Code of Conduct.

10. GOVERNMENT SALES

Product Sourcing Restrictions: Buyer has an affirmative duty to notify ARROWHEAD in writing during the quotation, request, and order process of any product sourcing restrictions, including the Trade Agreement Act ("TAA"), Buy American Act, or other sourcing restrictions that apply to the Products.

Commercial Items: ARROWHEAD is a distributor of "Commercial Items" as defined in FAR 2.101. ARROWHEAD does not intend to sell Products, whether to the U.S. Government or a higher-tier contractor, that fail to meet the "commercial item" definition in FAR 2.101. Accordingly, ARROWHEAD agrees only to the clauses in the Federal Acquisition Regulation ("FAR") and agency FAR supplements (as applicable based on the U.S. Government customer) that are explicitly required to be inserted in a subcontract for commercial items, as set forth in FAR 52.244-6(c)(1) or an agency FAR supplement. In accordance with FAR 12.211, Buyer will receive only those rights in technical data customarily provided to ARROWHEAD by the manufacturers. This will not be interpreted as providing Buyer unlimited rights in data, software, or intellectual property rights provided by the manufacturers or any other third party. If Buyer is not an authorized GSA Buyer, ARROWHEAD specifically rejects the requirements of the: (i) Trade Agreements Act, FAR 52.225-5 or DFARS 252.225-7021; and (ii) the Buy American Act, FAR 52.225-1 or DFARS 252.225-7001.

ARROWHEAD does not accept any Preference for Domestic Specialty Metals regulations unless the Vendor expressly represents and warrants that the Products provided through ARROWHEAD are compliant.

11. GENERAL

Entire Agreement: These Terms and Conditions constitute the entire agreement of the parties with respect to all sales by ARROWHEAD to Buyer, and supersedes any and all prior negotiations, representations and agreements, whether written or oral, between the parties. Each party acknowledges that no representations, inducements, promises or agreements, orally or otherwise have been made by any party. No other agreement, statement or promise modifies these Terms and Conditions unless it is in writing and signed by both parties. Any ARROWHEAD waiver or default of one or more of these Terms and Conditions is not a waiver of the remaining Terms and Conditions or of any future defaults. No failure or delay by either party in exercising or enforcing any right hereunder shall operate as a waiver thereof or preclude any other exercise or enforcement of its rights.

Governing Law and Venue: Any provision of these Terms and Conditions that is prohibited or unenforceable under the laws of the State of Florida shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of these Terms and Conditions. These Terms and Conditions are governed by the laws of the State of Florida notwithstanding any choice of law provisions. The venue for any disputes arising out of these Terms and Conditions shall be, at ARROWHEAD's sole and exclusive option, Pinellas County, Florida or the courts with proper jurisdiction at Buyer's location. ALL SALES TRANSACTIONS EXCLUDE THE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

Force Majeure: ARROWHEAD is not liable for failures to perform (including, without limitation, delays in delivery) due to causes beyond its reasonable control (for example, acts of nature, acts or omissions of Buyer, operational disruptions, man-made or natural disasters, acts of war, government interference, epidemic medical crises, materials or Product shortages, strikes, criminal acts, delays in delivery or transportation, or inability to obtain labor, materials or Products through regular sources).

Data Protection and Personal Information: Buyer acknowledges that end user personal information is necessary for end users to access or use certain Products. Buyer agrees to provide such personal information as requested by the Vendor to both ARROWHEAD and the Vendor. Buyer represents and warrants that Buyer, will comply with applicable data protections laws, including providing notice

and properly obtaining the consent of the end user to provide said personal information to ARROWHEAD and the Vendor for the purpose of fulfilling the transaction.

Trademarks: Buyer will not use ARROWHEAD's name, logos, trademarks, or other intellectual property rights without ARROWHEAD's written consent. Buyer grants ARROWHEAD the limited right to use its logos and trademarks in any marketing and promotional materials associated with these Terms and Conditions.

Accurate Information: Buyer represents and warrants that the information provided in any documents to ARROWHEAD will be true and correct in all material respects and contains all information necessary so that the information is not materially misleading. Buyer acknowledges that ARROWHEAD is relying on the accuracy of the information provided by Buyer.

Assignment and Survival of Obligations: Buyer may not assign these Terms and Conditions without ARROWHEAD's prior written consent. ARROWHEAD may, without Buyer's consent, assign these Terms and Conditions, including all its amendments, attachments and addenda, and its rights and obligations to its successors, assigns or a purchaser of all or substantially all of its assets. All benefits of the contract will enure to the benefit of the assignee. Buyer may purchase from any Arrowhead Corporation U.S. subsidiaries pursuant to these Terms and Conditions. All obligations under these Terms and Conditions that by their nature extend beyond termination, including without limitation all monetary obligations of either party to the other under these Terms and Conditions, will survive termination, remain in effect and bind all successors and assigns.

Independent Contractors. The Parties will act as independent contractors in the performance of these Terms and Conditions and neither Party shall act as agent for or partner of the other Party.

Confidentiality Each party acknowledges that during performance of its obligations pursuant to these Terms and Conditions, it may obtain certain information specifically marked as confidential or proprietary. Each party hereby agrees that all such information disclosed to it by the other party, its parent, affiliates, subsidiaries, whether before or after the effective date, shall be and was received in strict confidence, shall be used only for purposes of these Terms and Conditions, and shall not be disclosed without the prior written consent of the other party, except as may be necessary by reason of legal, accounting or regulatory requirements beyond either party's reasonable control. The provisions of this Section 12(i) shall survive for a period of one (1) year after the date of such disclosure.