

**NATIONAL INSTRUMENTS
TERMS AND CONDITIONS OF SALE**

The terms and conditions detailed herein (“Agreement”) apply to your (“Customer”) purchase from National Instruments Japan Corporation (“NIJ”) of hardware manufactured by National Instruments Corporation (“NI”) or NI’s affiliates (“Hardware”), licenses to use software manufactured by NI or NI’s affiliates (“Software”), and Non-NI Branded Products (collectively the “Product(s)”), as well as training, services, and support related to Hardware and Software (“Services”). THIS AGREEMENT SHALL APPLY UNLESS CUSTOMER AND NIJ HAVE ENTERED INTO A SEPARATE WRITTEN AGREEMENT APPLICABLE TO THE PURCHASE OF THE PRODUCTS OR SERVICES. By placing an order with NIJ, Customer agrees to be bound by the terms of this Agreement. NIJ EXPRESSLY OBJECTS TO AND REJECTS ANY TERMS AND CONDITIONS IN CUSTOMER’S PURCHASE ORDER OR OTHER SIMILAR DOCUMENT. IF CUSTOMER DOES NOT AGREE WITH THESE TERMS, PROMPTLY NOTIFY NIJ AND RETURN THE PRODUCT UNUSED IN ITS ORIGINAL PACKAGING TO NIJ.

1. PRICES AND ORDERS. Prices are set forth in the quotation issued by NIJ to Customer (“Quote”). All Quotes expire thirty (30) days from date of issuance, unless otherwise stated in the Quote. All orders are subject to acceptance at the sole discretion of NIJ. Orders will be considered accepted once NIJ books an order and sends Customer a sales order acknowledgement. NIJ shall not be bound by changes to an order unless agreed by NIJ in writing. NIJ reserves the right to cancel any order if any information provided by Customer to NIJ is inaccurate. NIJ reserves the right to suspend or cancel any order if Customer has any outstanding payments due to NIJ or is not in good standing.

2. PAYMENT AND INVOICING. Payment is due at the time the order is placed, unless Customer is approved for credit. Payment shall be in the currency listed on the NIJ invoice. For all sums not paid when due, NIJ reserves the right to impose interest daily at a monthly rate of the lesser of one point five percent (1.5%) or the highest rate permissible by applicable law. If there are multiple units in an order, each unit will be invoiced when shipped. For nonstandard invoice processes requested by Customer, NIJ reserves the right to impose a five percent (5%) processing fee and any amounts NIJ is required to pay to government authorities on behalf of Customer.

3. DELIVERY, TITLE and RISK OF LOSS. Title and risk of loss to Products (for Software, the media only) shall pass to Customer upon the occurrence of either of the following: (a) the shipment of Products from NIJ’s affiliated companies and the completion by NIJ of the customs import clearance at the customs having jurisdiction over the import of the Products; or (b) the shipment of Products from a local warehouse used by NIJ, if applicable; provided however, NIJ retains a security interest and right of possession in the Products until Customer makes payment in full. For Products to be delivered within Japan, NIJ will arrange the shipping; however, Customer is responsible for all shipping and handling fees set forth in the invoice. If Customer chooses to arrange for shipping or if the order is placed with an NI entity outside the country of Japan, Customer is responsible for all shipping and handling, including fees, customs, formalities and clearance. Shipment dates provided by NIJ are estimates only, and NIJ shall have no liability for losses or claims resulting from late delivery of Products. Claims for shipment shortage shall be deemed waived unless presented to NIJ in writing within forty-five (45) days from the date of Invoice (“Invoice Date”).

4. TAXES. Prices exclude, and Customer is responsible for, all sales, consumption, use, service, value added, and like taxes (“Taxes”) arising from the purchase of the Products and Services. If Customer is exempt from any Taxes, it must provide NIJ or NI, as instructed, with the appropriate tax exemption documentation at the time the order is placed.

5. SOFTWARE. Software is licensed pursuant to the software license agreements provided with the software or, in the absence of such license agreements, the National Instruments Software License Agreement available at ni.com/legal at the time of order. All software is licensed, not sold, and title to the software remains with the applicable licensor(s).

6. NON-NI BRANDED PRODUCTS. Non-NI Branded Products that NIJ resells may not be testable or repairable by NIJ, and it may be necessary for Customer to contact the manufacturer or the publisher for service or any warranty claims. NIJ does not warrant, has no obligation to support, and shall have no liability for Non-NI Branded Products. The Limited Warranty and Intellectual Property Liability sections of this Agreement do not apply to the sale and purchase of Non-NI Branded Products. “Non-NI Branded Product(s)” means any third-party hardware, software, or service that NIJ sells, but does not carry an NI mark.

7. SERVICES. In addition to the terms and conditions of this Agreement, Services provided by NI and/or NIJ, as applicable, are also subject to any service agreements or statements of work, which specifies Service in document, agreed upon in writing by the parties or, as applicable, to the NI service terms and conditions, available at ni.com/legal/service/terms.

8. RETURN POLICY. Subject to the requirements of this Agreement, Customer may return any unused Hardware and/or Software with their sealed packages unopened within thirty (30) days of the Invoice Date. No returns will be

accepted after the thirty (30) day period has expired. A Return Material Authorization (RMA) number is required for Customer to return any Products. Acceptance of returns of customized Products and Non-NI Branded Products is in the sole discretion of NIJ.

9. LIMITED WARRANTY. For a period of one (1) year from the Invoice Date or for such longer period as specified and agreed to in the Quote, NIJ warrants that NI Hardware will be free of defects in materials and workmanship that cause the Hardware to fail to substantially conform to the then applicable NI published specifications. For a period of ninety (90) days from the Invoice Date or for such longer period as specified and agreed to in the Quote, NIJ warrants that the Software (i) will perform substantially in accordance with the applicable documentation provided with the Software and (ii) the Software media will, in the form received from NI, be free from defects in materials and workmanship. NIJ warrants that the Services will be performed in a good and workmanlike manner. If NIJ receives notice of a defect or non-conformance during the applicable warranty period, NIJ will, in its sole discretion: (i) repair or replace the affected Hardware or Software, (ii) re-perform the affected Services, (iii) instruct Customer to directly export the affected Hardware or Software to NI for repair or replacement, or (iv) refund the fees paid for the affected Hardware, Software or Services. Repaired or replaced Hardware or Software will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer. If NIJ or NI elects to repair or replace Hardware, NIJ or NI may use new or refurbished parts or products that are equivalent to new in performance and reliability and are at least functionally equivalent to the original part or Hardware. Customer must obtain an RMA number or Service Request Number from NIJ or NI before/after returning any Hardware under warranty to NIJ or NI. Customer will pay shipping expenses to send the affected Hardware to NIJ or NI, and NIJ or NI will pay shipping expenses to return the Hardware to the Customer. If, however, NIJ or NI concludes, after examining and testing returned Hardware, that it is not covered by the Limited Warranty, NIJ or NI will notify Customer and return the Hardware at Customer's expense. NIJ or NI reserves the right to charge a fee for examining and testing Hardware not covered by the Limited Warranty. This Limited Warranty does not apply if the defect of the Hardware or Software resulted from improper or inadequate maintenance, installation, repair, or calibration (performed by a party other than NIJ or NI); unauthorized modification; improper environment; use of an improper hardware or software key; improper use or operation outside of the specifications for the Hardware or Software; improper voltages applied; accident, abuse, or neglect; or a hazard such as lightning, flood, or other act of nature. THE REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND THE CUSTOMER'S SOLE REMEDIES, AND SHALL APPLY EVEN IF SUCH REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

10. NO OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND NI AND NIJ DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO ALL PRODUCTS AND SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. NEITHER NI NOR NIJ WARRANTS, GUARANTEES, OR MAKES ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NEITHER NI NOR NIJ WARRANTS THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

11. WARNING AND CUSTOMER INDEMNITY. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT PRODUCTS AND SERVICES ARE NOT DESIGNED, MANUFACTURED, OR TESTED FOR USE IN LIFE OR SAFETY CRITICAL SYSTEMS, HAZARDOUS ENVIRONMENTS OR ANY OTHER ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING IN THE OPERATION OF NUCLEAR FACILITIES; AIRCRAFT NAVIGATION; AIR TRAFFIC CONTROL SYSTEMS; LIFE SAVING OR LIFE SUSTAINING SYSTEMS OR SUCH OTHER MEDICAL DEVICES; OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE PRODUCT OR SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, SEVERE PROPERTY DAMAGE OR ENVIRONMENTAL HARM (COLLECTIVELY, "HIGH-RISK USES"). FURTHER, CUSTOMER MUST TAKE PRUDENT STEPS TO PROTECT AGAINST PRODUCT AND SERVICE FAILURES, INCLUDING PROVIDING BACK-UP AND SHUT-DOWN MECHANISMS. NI AND NIJ EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS OF THE PRODUCTS OR SERVICES FOR HIGH-RISK USES. CUSTOMER SHALL DEFEND, INDEMNIFY, RELEASE AND HOLD NI AND NIJ HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, INCLUDING, LAWSUITS, ARBITRATIONS, AND/OR ADMINISTRATIVE ACTIONS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS AND SERVICES FOR ANY HIGH-RISK USES, INCLUDING ARISING FROM CLAIMS FOR PRODUCT LIABILITY, PERSONAL INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY, REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF NI OR NIJ.

12. SYSTEM AND APPLICATION RESPONSIBILITY AND ADDITIONAL INDEMNITY. CUSTOMER ACKNOWLEDGES THAT IT IS ULTIMATELY RESPONSIBLE FOR VERIFYING AND VALIDATING THE SUITABILITY AND RELIABILITY OF THE PRODUCTS OR SERVICES WHENEVER THE PRODUCTS OR SERVICES ARE INCORPORATED IN CUSTOMER'S SYSTEM OR APPLICATION, INCLUDING THE APPROPRIATE DESIGN, PROCESS, AND SAFETY LEVEL OF SUCH SYSTEM OR APPLICATION. FURTHER, CUSTOMER MUST TAKE PRUDENT STEPS TO PROTECT AGAINST PRODUCT AND SERVICE FAILURES WHEN PRODUCTS AND SERVICES ARE INCORPORATED IN A SYSTEM OR APPLICATION, INCLUDING PROVIDING BACK-UP AND SHUT-DOWN MECHANISMS. CUSTOMER SHALL DEFEND, INDEMNIFY, RELEASE AND HOLD NI AND NIJ HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, INCLUDING LAWSUITS, ARBITRATIONS, AND/OR

ADMINISTRATIVE ACTIONS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF CUSTOMER'S INCORPORATION OF THE PRODUCTS OR SERVICES INTO CUSTOMER'S SYSTEM OR APPLICATION, REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF NI OR NIJ.

13. INTELLECTUAL PROPERTY LIABILITY. NIJ agrees to defend any third-party claim that alleges the Hardware, Software or Services infringe any Japan patent, copyright, or trademark ("Claim"), provided that Customer notifies NIJ immediately upon learning of any Claim, or any allegation that the grounds for a Claim may exist, grants NIJ and NI sole control over the defense and settlement of the Claim, and cooperates fully with NIJ and NI in preparing a defense for any Claim. NIJ agrees to pay any final judgment or settlement resulting from any Claim, provided that the settlement is entered into in accordance with this Section. NIJ and NI shall not be liable for a settlement made without its prior written consent. Notwithstanding the foregoing, NIJ and NI shall have no obligation under this Section for any claim relating to or arising from (a) Customer's modifications of Hardware, Software or Services; (b) failure to use Hardware, Software or Services in accordance with the applicable documentation provided by NIJ or NI; (c) the combination, operation, or use of Hardware, Software or Services with any hardware, software or service not provided by NIJ or NI; (d) the compliance of NI or NIJ with Customer's specifications or directions, including the incorporation of any software or other materials provided by or requested by Customer; or (e) Non-NI Branded Products.

The foregoing states the Customer's sole remedy for, and the entire liability and responsibility of NIJ and NI for, infringement of any patent, trademark, or copyright or other intellectual property rights. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

In any event, if NIJ or NI believes in its reasonable opinion the Hardware, Software, or Services may be alleged to be infringing, for the purposes of mitigating any potential damages, NIJ or NI may, at its sole discretion, (i) procure for the Customer the right to continue to use the Hardware, Software, or Services; (ii) replace them with comparable Hardware, Software or Services that are free of such infringement; or (iii) refund the fees paid by Customer, and in the event of either (ii) or (iii), Customer shall promptly return the Hardware to NIJ or NI and/or terminate the use of the Software or Services.

14. PROPRIETARY RIGHTS. NI or NIJ reserves all right, title, and interest in any intellectual property rights contained or embodied in Products, or resulting from the Services, including any custom developments created or provided by NIJ or NI under this Agreement. Nothing in this Agreement will be deemed to grant to Customer any ownership rights in or license rights to such intellectual property.

15. LIMITATION OF LIABILITY. NIJ AND NI SHALL NOT BE LIABLE FOR (I) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS OR SERVICES; OR (II) ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH: (A) PRODUCTS OR SERVICES NOT BEING AVAILABLE FOR USE, INCLUDING ANY COSTS OF OBTAINING SUBSTITUTE PRODUCTS OR SERVICES; (B) LOSS OF, CORRUPTION OF, OR LOSS OF USE OF ANY PRODUCTS, HARDWARE, SOFTWARE OR DATA; (C) LOSS OF REVENUE, PROFIT, OR BUSINESS OPPORTUNITY; (D) BUSINESS INTERRUPTION OR DOWNTIME; OR (E) INABILITY TO ACHIEVE A PARTICULAR RESULT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF NIJ AND NI ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS OR SERVICES, SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO SUCH CLAIM. THIS SECTION: (1) APPLIES TO NIJ, NI, AND THEIR RESPECTIVE LICENSORS, DISTRIBUTORS, AND SUPPLIERS (INCLUDING ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS), (2) REFLECTS AN ALLOCATION OF RISK BETWEEN NIJ/NI AND CUSTOMER IN VIEW OF THE PURCHASE PRICE OF THE PRODUCTS AND SERVICES, (3) APPLIES EVEN IF NIJ OR NI HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF NIJ OR NI, AND (4) REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS UNENFORCEABLE OR FAILS OF ITS ESSENTIAL PURPOSE, THE SOLE LIABILITY OF NIJ OR NI TO CUSTOMER SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (50,000 USD).

16. FORCE MAJEURE. NIJ or NI shall not be responsible and/or liable for any delay and/or failure to perform due to any cause beyond its reasonable control, including acts of God or force of nature such as landslide, flood or fire, acts of governments such as declaration of state of emergency, acts of terrorism, strike or riots (which substantially affect the execution of this Agreement and/or delivery of the Products or Services), interruptions of telecommunications, power and/or transportation, failure of contractors and/or suppliers appointed by the Customer or inability to obtain necessary labor and/or materials (as the case may be) ("Force Majeure Event"). In the event of a Force Majeure Event, neither the failure nor omission of NIJ to perform is obligations under this Agreement shall be treated as failure or omission to comply with this Agreement and NIJ reserves the right to cancel the applicable order without any liability to Customer.

17. EXPORT AND SANCTIONS LAWS AND COMPLIANCE. Products (which, for purposes of this Section, shall include the software and technology incorporated in or supplied with a Product and Service) purchased from NIJ are subject to control under the U.S. Export Administration Regulations (15 CFR Part 730 et. seq.) administered by the

U.S. Department of Commerce's Bureau of Industry and Security ("BIS") (www.bis.doc.gov) and other applicable U.S. export control laws and sanctions regulations, including those administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (www.treas.gov/ofac). In addition, Products distributed from NIJ's distribution center in Europe are subject to control under the European Union ("EU") Council Regulation No. 428/2009 and their export or intra-EU transfer may also be subject to additional licensing requirements under European Union Council Regulation No. 428/2009 and its implementing regulations. Products may not be exported or re-exported to any country where sanctions are imposed by the U.S. government (which currently includes Cuba, Iran, North Korea, Republic of Sudan and Syria but which may be modified by the U.S. government from time to time). Customer agrees it will comply with the export laws and trade sanctions of all applicable countries (including Japan) and will not export, re-export or transfer Products purchased from NIJ without the required authorization, including an export or re-export license issued by the U.S. or Japanese authorities, or to any prohibited destination or for a prohibited end-use. Products may also require export license(s) issued by the applicable authorities before being returned to NIJ or NI. The issuance of a Quote, a sales order acknowledgment, or a RMA by NIJ or NI does not constitute export authorization. Customer represents and warrants it is not ineligible or otherwise restricted by U.S. or applicable law to receive Products and it will not export, re-export, or provide Products to any person or entity on OFAC's List of Specially Designated Nationals or on BIS's Denied Persons List, Entity List or Unverified List or any other applicable restricted party list. In order to determine whether an export license(s) is required for a specific transaction from all the applicable authorities, NIJ reserves the right to require end-use, end-user, or destination address information regarding the Products from the Customer. NIJ reserves the right to refuse and/or cancel any order without any liability to Customer if, at any time, NIJ believes that any export controls or trade sanctions laws may be violated. See ni.com/legal/export-compliance for more information.

18. GOVERNING LAW AND FORUM. This Agreement shall be governed by the laws of Japan, without regard to principles of conflicts of laws. The parties hereby consent to the exclusive jurisdiction of the Tokyo District Court as the first instance court for all disputes arising hereunder. The parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

19. LIMITATION PERIOD. NIJ SHALL NOT BE LIABLE FOR ANY CLAIM ARISING FROM AND/OR CONCERNING THIS AGREEMENT AND/OR ITS SUBJECT MATTER BROUGHT MORE THAN TWO YEARS AFTER THE OCCURRENCE CAUSING THE LOSS AND/OR DAMAGE GIVING RISE TO SUCH CLAIM (REGARDLESS OF WHETHER SUCH OCCURRENCE WAS DISCOVERABLE AT THE TIME).

20. UPDATES. NIJ reserves the right to update this Agreement at any time, effective upon posting an updated version at ni.com/legal/termsofsale; however, the terms and conditions in effect at the time of purchase shall apply to that purchase of Products or Services.

21. ELIMINATION OF ANTI-SOCIAL FORCES. Customer represents and warrants that (i) Customer shall comply with all applicable laws, rules, ordinances, and regulations relating to Anti-Social Forces in Japan (collectively, "Anti-Social Forces Laws"); (ii) that Customer (including its employees, directors, officers, agents, affiliates, and subcontractors) is not and will never become any Anti-Social Forces or controlled by any Anti-Social Forces; (iii) that Customer does not conduct and will not conduct any activities restricted or prohibited under Anti-Social Forces Laws, including sharing with or making any payment to any Anti-Social Forces; and (iv) that NIJ is relying on this Customer's warranty to execute and perform this Agreement with Customer.

Customer agrees and permits NIJ to collect, disclose and deliver the information, data and materials of Customer requested by NIJ or known to NIJ to Japanese authorities in case Customer is suspected or proved to be Anti-Social Forces, regardless of whether NIJ has any confidentiality obligation or other restrictive obligations under the Agreement or other documents to which NIJ has committed.

In the event that Customer breaches any of the foregoing, NIJ shall be entitled to take remedial actions, including immediate termination of this Agreement without any notice to Customer and without any liability or remedy to Customer, and/or claim for all losses and damages suffered by NIJ. For purpose of this section, Anti-Social Forces shall include "Boryokudan", "Boryokudanin", "Boryokudanjyunkouseiin", "Boryokudankankeisha", "Boryokudankankeikigyō", "Sokaiya", "Groups engaging in criminal activities under the pretext of conducting social campaigns or political activities", and "Crime groups specialized in intellectual crimes".

22. GENERAL TERMS. This Agreement, and any terms incorporated herein by reference, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether written or oral, with respect to that subject matter. Customer acknowledges reading this Agreement, understands these terms, and agrees to be bound by them. This Agreement may not be altered, supplemented, or amended by the use of any other document unless otherwise agreed in writing by NIJ. No delay or failure by NIJ to exercise any right it has under this Agreement shall impair or be construed as a waiver of such right. A waiver of any provision of this Agreement by NIJ must be in writing and shall not be construed as a waiver or modification of any other term hereof, or as a continuing waiver of any provision. The term "including" as used in the Agreement should be construed as "including without limitation". For the avoidance of doubt, whenever the term "purchase" is used herein with respect to Software, it shall mean the purchase of a license for

Customer to use the applicable Software. If any part, term, or provision of this Agreement is held illegal, unenforceable, or in conflict with any applicable and enforceable law, the validity of the remaining portions or provisions of this Agreement shall not be affected, and the illegal, unenforceable, or conflicting part, term, or provision shall be reformed by a court of law with binding authority to the maximum extent possible to reflect the intent of this Agreement. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties with respect to this Agreement.

January 1, 2018