

## CASCADE MICROTECH TERMS AND CONDITIONS OF SALE

### 1. SCOPE

These Terms and Conditions shall govern the sale of the products and services set forth in this Agreement (“PRODUCTS”), or a quotation to CUSTOMER by Cascade Microtech, Inc., and its subsidiaries (collectively called “CASCADE”). These Terms and Conditions contain the complete and exclusive agreement (“Agreement”) between CASCADE and CUSTOMER (“Parties”) regarding the sale of the Products. If conflict arises between any terms and conditions of Agreement and any other proposals, purchase orders, negotiations, understandings, agreements and representations between the parties, whether written or oral, then the Agreement shall govern.

### 2. AGREEMENT

2.1 No order shall be binding on CASCADE unless and until accepted by CASCADE in writing at its sole discretion. Acceptance of CUSTOMER’s order is conditional upon CUSTOMER’s assent to CASCADE’S terms and conditions set forth in the Agreement.

2.2 CASCADE’S failure to object to any terms and conditions in CUSTOMER’s orders, forms or other communications from CUSTOMER will not be a waiver of the provisions hereof and no other document, including CUSTOMER’s terms and conditions of purchase, will be part of this transaction, unless specifically agreed to in writing by authorized CASCADE personnel.

### 3. STANDARD AND CUSTOM PRODUCTS

3.1 Standard Products shall mean price list Products without customization.

3.2 Custom Products shall mean any Products to be modified or newly designed to fit unique applications or needs of CUSTOMER.

### 4. DELIVERY AND TITLE TRANSFER

4.1 Delivery of the Products (“Delivery”) will be FCA Factory Incoterms 2000.

4.2 Title to all Products shall be deemed to pass upon Delivery. CUSTOMER bears all risks of loss or damage to the Products after Delivery to the carrier.

4.3 CASCADE reserves the right to select the method and routing of transportation and the right to make Delivery early and from multiple origins unless otherwise specified and agreed upon in writing by authorized CASCADE personnel at the time of order.

4.4 The approximate Delivery dates for the Products are stated on the acknowledgement or quotation. If no such dates are specified, then the approximate Delivery date for the Products will reflect CASCADE’S current lead time for such Products. CASCADE will make commercially reasonable efforts to deliver the Products by such estimated Delivery date; however, shipment of the Products is

subject to availability, and CASCADE hereby expressly disclaims liability for any failure to meet such Delivery dates.

- 4.5 Any freight charges, handling fees, crating fees, Delivery charges, or any other fees paid by CASCADE on shipments to CUSTOMER or additionally incurred as a result of any agreed upon CUSTOMER's specific routing, packaging, labeling or documentation instructions, will be passed on to the CUSTOMER, and shall be in addition to the price of goods. CUSTOMER shall assume all risk of loss and responsibility for the cost of shipping and insurance, including any shipments where the routing method or insurance may have been arranged by CASCADE on CUSTOMER's behalf.
- 4.6 CUSTOMER shall inspect all Products immediately upon receipt. If CUSTOMER does not notify CASCADE in writing within thirty (30) calendar days after Delivery of a shortage or any other nonconformity with the shipping documents and the Agreement, the Products shipped will be deemed conclusively to have fulfilled the terms the Agreement and to have been accepted by CUSTOMER.

## 5. ORDER CANCELLATIONS

- 5.1 Standard Product. CUSTOMER may cancel a Standard Product order without penalty if the cancellation is made more than thirty-one (31) calendar days from Estimated Shipping Date (as specified on the order confirmation). Within such thirty-one (31) calendar days, orders cancelled will be subject to one of the following cancellation charges:

<u>CALENDAR DAYS</u> (Before Estimated Shipping Date)	<u>CANCELLATION FEE</u> (% of Total Order Value)
31 - 21 Days	25%
20 - 11 Days	35%
10 - 0 Days	45%

- 5.2 Custom Product. Request for cancellation of Custom Product orders must be made more than forty-five (45) calendar days from the Estimated Shipping Date (as specified on the order confirmation). Cancellation of any order for Custom Products will be subject to a cancellation charge of sixty-five percent (65%) of the total order price.

## 6. PRICE AND PAYMENT

- 6.1 Price. CUSTOMER agrees to pay to CASCADE the purchase price and license fees for the Products set forth in documentation comprising the Agreement ("Price"). The Price excludes, and CUSTOMER agrees to pay, all inland and international transport, freight, insurance and other charges, customs and related duties and any applicable local, state or federal taxes past the designated Delivery point. Freight and taxes may appear as separate line items on the invoice to the extent paid by CASCADE for CUSTOMER, unless CUSTOMER provides CASCADE with a valid tax exemption certificate. All Price quotations are valid for thirty (30) calendar days unless otherwise noted.
- 6.2 Payment Terms. For CUSTOMERs with pre-approved CASCADE credit terms, payment shall be due thirty (30) calendar days from the date of Delivery, unless otherwise agreed to in writing by authorized CASCADE personnel. At its sole discretion, CASCADE reserves the right to require payment in advance, letter of credit, or other terms of payment if CASCADE determines that such terms are required to assure payment to CASCADE.

### 6.3 Nonpayment Penalties.

- 6.3.1 Invoices not paid when due may be subject to a late charge at the lesser amount of one and one-half percent (1.5%) compounded monthly on the outstanding overdue balance, or

the maximum interest rate allowed by law. If, in CASCADE's sole judgment, CUSTOMER's financial condition at anytime no longer justifies the sale of Products on credit, CASCADE may either require full or partial payment in advance of Delivery or decline to deliver Product, except on modified payment terms and conditions satisfactory to CASCADE.

#### 6.4 Taxes.

- 6.4.1 Any sales, use, revenue, excise, value added, import or export, or other tax, fee, or charge of any nature imposed by any government or public authority (non-U.S., national, state, local or other) applicable to the Products, or the manufacture, sale, delivery, shipment or use thereof ("Taxes"), but excluding taxes payable by CASCADE that are applicable to its income, shall be the sole financial responsibility of and paid by CUSTOMER.

### 7. TERMINATION

7.1 CASCADE may terminate this Agreement in the event that CUSTOMER breaches any provision contained in this Agreement and fails to cure said breach after thirty (30) days following notice in writing from CASCADE describing the breach.

7.2 In the event of Bankruptcy or insolvency of CUSTOMER, or the filing of any proceedings by or against CUSTOMER, under any bankruptcy, insolvency or receivership law, or in the event CUSTOMER makes an assignment for the benefit of creditors, and CUSTOMER fails to pay CASCADE any sums due or under any agreements or otherwise, CASCADE shall deem CUSTOMER in material default under this Agreement. In the event of a material default by CUSTOMER, CASCADE may, upon written notice to CUSTOMER,

7.2.1 suspend its performance and withhold shipments and service in whole or in part,

7.2.2 terminate the Agreement,

7.2.3 declare all sums owing to CASCADE immediately due and payable and/or

7.2.4 recall products in transit, retake same, and repossess any products held by CUSTOMER without the necessity of any other proceedings, and CUSTOMER agrees that all products so recalled, taken or repossessed shall be the property of CASCADE, provided that CUSTOMER is given credit in an amount to be determined, at its sole discretion, by CASCADE. Exercise of any of the foregoing remedies by CASCADE shall not preclude exercise of any of the others, and neither the existence nor exercise of such remedies shall be construed as limiting, in any manner, any of the rights or remedies available to CASCADE under applicable law.

7.2.5 In the event that either Party initiates legal proceedings of any kind and in any venue to collect delinquent accounts or enforce any rights and obligations under the Agreement, CUSTOMER agrees to pay CASCADE for reasonable attorney's fees, court, collection, and other dispute resolution costs.

### 8. SOFTWARE LICENSING AGREEMENT

Unless otherwise agreed by CASCADE, all software products acquired hereunder, whether as a stand-alone Products, in association with other CASCADE Products, or embedded in CASCADE Products ("Software") are licensed to CUSTOMER under the terms of the CASCADE standard license agreement for such Software ("License Agreement"), a copy of which is included within the software package. Software licenses are non-transferable.

## 9. GOVERNMENT CONTRACTS

Unless otherwise agreed to in writing by authorized personnel between CASCADE and CUSTOMER, no term or condition required in any U.S. Government contract or related subcontract shall be part of this Agreement or binding upon CASCADE. This Agreement and its terms and conditions are intended strictly for application to Products for sale to and use by commercial, non-U.S. local, state, or federal governmental end users. Any CASCADE products destined for sale to or use by governmental purchasers and/or end users shall be governed by separate terms and conditions. Therefore, CASCADE rejects any government provisions included in, or referred to, by CUSTOMER's request for quotation, order, or any other document.

## 10. LIMITED WARRANTY

10.1 Subject to the limitations set forth below (with respect to domestic or exported products), and provided that CUSTOMER at all times remains in compliance with this Agreement, CASCADE warrants to CUSTOMER as follows: As CASCADE's sole and exclusive liability, and as CUSTOMER's sole and exclusive remedy hereunder, CASCADE warrants to CUSTOMER that, at its option, CASCADE shall either replace or repair any defective Product after written notification of the alleged defect and return of such Product by CUSTOMER to CASCADE, transportation costs to be borne by CASCADE, within the warranty period as set forth below. Items purchased on original order will be new unless otherwise specified. Repair and replacement items, at CASCADE's sole discretion, may be new or remanufactured items equivalent to new in performance.

10.1.1 Hardware. With the exception of items described in Section 10.1.3, for fifteen (15) months from date of Delivery or twelve (12) months from date of installation, whichever occurs first, all standard hardware Products manufactured or sold by CASCADE will be free from defects in material and workmanship;

10.1.2 Software. For fifteen (15) months from date of Delivery or twelve (12) months from date of installation, whichever occurs first, all standard software Products developed by CASCADE will be capable of performing the functions described in the standard CASCADE user manual delivered with the Software;

10.1.3 Engineering Probes, Production Probes, Probe Card products, Sockets and any other item that comes into contact with the measured medium will be free from defects in material and workmanship for ninety (90) calendar days from date of Delivery;

10.1.4 Repair and Replacement Warranty. Provided that CUSTOMER gives CASCADE written notice within the Original Warranty period, and any alleged defect is not excluded as otherwise stated in this Article, then CASCADE will warrant the repair or replacement items to be free from defects in material and workmanship for the remaining Original Warranty period.

10.1.5 Repair and Replacement Non Warranty. CASCADE will warrant out-of-warranty repair and replacement items to be free from defects in material and workmanship for ninety (90) calendar days from date of Delivery.

10.2 CUSTOMER assumes responsibility for the selection of the Products to achieve CUSTOMER's intended results and for the use of the results obtained from the Products. CASCADE does not warrant that the Products will necessarily meet CUSTOMER's requirements or that operation of the Products will be uninterrupted or error free.

- 10.3 All warranty repair work shall be performed by an authorized CASCADE service technician, an authorized repair facility or at CASCADE's factories. Transportation cost shall be borne by CASCADE.
- 10.4 To the extent permitted by the manufacturers of any original equipment manufacturer (OEM) Products resold by CASCADE, CUSTOMER shall be the beneficiary of the manufacturers' warranties, if any, subject to the limitations stated therein. Copies of such manufacturers' warranties are available to CUSTOMER upon request. CASCADE makes no warranty with respect to such products.
- 10.5 Any Products returned to CASCADE without a return authorization number will be treated by CASCADE in one of the following ways, at CASCADE's sole discretion: (i) refused or returned to CUSTOMER freight collect or (ii) accepted and processed by CASCADE upon charging CUSTOMER a non-conformance fee.
- 10.6 **Warranty Exclusions.** CASCADE's warranty of Products does not apply to any Product that CASCADE determines has, by CUSTOMER or any other party (whether or not the intended end-user): (i) been returned in other than its original condition; (ii) has changed or degraded due to normal or extraordinary wear and tear; (iii) been used or misused outside the scope of the intended or design use of the Product; (iv) been subjected to operating or environmental conditions in excess of limits set forth in an applicable operating manual or established in the applicable specifications, including any chemicals, gases, parts, materials, substances, and products provided by any party other than CASCADE, (v) been commingled or incorporated with Products not approved by CASCADE, (vi) not been properly installed, serviced, used and maintained or (vii) been damaged or modified after Delivery.
- 10.7 **Warranty Limitations.** CASCADE's warranty set forth above for the Products is CASCADE's sole and exclusive liabilities and CUSTOMER's sole and exclusive remedies under the Agreement and any remedies extend to CUSTOMER only and not to CUSTOMER's customers or users of CUSTOMER's products. Except for its express limited warranty above, CASCADE makes no other warranty and disclaims all warranties or liabilities as to any Product or Intellectual Property, whether express, implied, statutory, or otherwise, including all warranties of merchantability, fitness for a particular purpose, title, ownership, and as to non-infringement, and misappropriation. The warranty obligations of CASCADE and the remedies of CUSTOMER set out herein are the sole and exclusive remedies of CUSTOMER and exclusive obligations of CASCADE for all Claims and other liabilities arising out of or in connection with any warranty or nonconformance, defect or other breach of warranty.
- 10.8 The foregoing warranty shall be void if the Products are (i) not properly installed, serviced, used and maintained (ii) damaged or modified after Delivery, or (iii) exported or reexported in violation of U.S. or other national export control laws and regulations. As defined in applicable U.S. laws and regulations, "reexport" means relocation or transfer of an exported Product or related technical data from the country of original delivery or disclosure inside the country of original delivery to a foreign third party.

## 11. LIMITATION OF LIABILITY

- 11.1 In no event shall CASCADE be liable for any consequential, incidental, indirect, special, punitive or other damages arising out of or relating in any way to this Agreement, or any defect in or failure of the Products, including but not limited to claims based upon loss of use, lost profits, revenue, system interruption, lost production, increased expenses of operation, cost of replacement products, or claims of CUSTOMER or CUSTOMER's customer, whether or not based on contract, tort (including negligence and strict liability) or otherwise.

11.2 Except with respect to the indemnity obligations undertaken in Section 14, Indemnification, CASCADE's maximum liability arising under, or in any way relating to this Agreement shall not exceed the Price paid by CUSTOMER for the Products that are the subject of the claims upon which such liability is based, and all such liability shall terminate no later than the Warranty periods set forth herein.

11.3 Except as set forth in Section 14, Indemnification, CASCADE shall not be liable for any third-party claims.

## 12. INTELLECTUAL PROPERTY RIGHTS

CASCADE does not grant, convey or confer upon CUSTOMER or CUSTOMER's customers, or anyone claiming by, through or under CUSTOMER, any ownership, interest, right, or license, express or implied, in or to any Intellectual Property of CASCADE, except for the limited license implied by law for CUSTOMER to use and operate the Products sold to CUSTOMER for the normal and intended use of such Products. In addition, CASCADE owns and retains all Intellectual Property in, to, relating to, or arising from or with respect to each Product developed by CASCADE, whether or not such Product is developed to specifications furnished by CUSTOMER, and without regard to whether such Product is a Standard Product or Custom Product.

## 13. DESIGN CHANGES

CASCADE may make changes to the process, design, and materials used in the Products that do not adversely affect form, fit, and function without notice to and approval from CUSTOMER. CASCADE reserves the right to make changes in the design of its standard Products at any time without incurring any obligation to make equivalent changes in Products previously manufactured or shipped.

## 14. INDEMNIFICATION

14.1 CUSTOMER shall indemnify, defend, and hold CASCADE and its officers, directors, employees, agents, owners, subsidiaries, and affiliates harmless from and against all claims, damages, liabilities, losses and costs (including without limitation, dispute resolution costs and reasonable attorneys' fees) arising from or based upon the following: (i) the manufacture and sale by CASCADE the use or operation by CUSTOMER or any third party, of any portion of the Products produced, in whole or in part, to CUSTOMER's specifications, (ii) the breach by CUSTOMER of any representation, warranty or covenant contained in this Agreement, including the Order Confirmation form and these Terms and Conditions of Sale, (iii) any third party claims or claims by CUSTOMER or CUSTOMER's employees, subcontractors and agents relating to or arising out of use or operation of the Products, as well as any property damage or personal injury (including death) relating to or arising out of use or operation of the Products, and (iv) any costs, expenses, claims, and liability relating to or arising out of CUSTOMER's general business operations.

14.2 Except for CUSTOMER's indemnification obligations stated above, CASCADE will indemnify CUSTOMER for any damages and costs finally awarded against CUSTOMER on the grounds that the Products manufactured by CASCADE, in the form delivered by CASCADE, infringe any patent publicly registered as of the date of this Agreement, provided that CUSTOMER notifies CASCADE in writing of any such claim within ten (10) calendar days after learning thereof and that CUSTOMER fully cooperates with CASCADE and gives CASCADE full control over the defense and settlement of the claim if so requested. If any such claim is brought or appears to CASCADE to be likely to be brought, CASCADE may, at its option, replace, modify, or obtain the necessary rights in respect of the Products to make them non-infringing or refund to CUSTOMER, upon the return thereof to CASCADE, the Price paid for the Products at issue, less a deduction of twenty percent (20%) of the Price for each full year which has passed since the date of Delivery. CUSTOMER shall discontinue all use of any portion of the Products that has been replaced or modified or for which the Price has been refunded. The foregoing represents CASCADE's sole responsibility, and the CUSTOMER's

sole and exclusive remedy, for any infringements of any patent rights and is subject to the limitations upon CASCADE's liability set forth in Section 11.

## 15. EXPORT AND IMPORT OF PRODUCT

- 15.1 CUSTOMER shall at all times comply with the United States and foreign laws and regulations governing export and import control. CUSTOMER shall not use any CASCADE Products in any country, sell, lease, or otherwise transfer to any purchaser or lessee in any country, other than the country of destination and end user specified in CUSTOMER's order pursuant to this Agreement, except with prior written consent from authorized CASCADE personnel and full and timely compliance with all applicable U.S. and foreign export and import control laws. Export from the U.S. or reexport of all such Products in violation of the above shall void all warranties and other service, updating or support obligations.
- 15.2 CUSTOMER represents and warrants that it is not subject to any order suspending, revoking or denying its export privileges of the U.S. or other countries, and that any export of any Products or other items acquired from CASCADE will be in full compliance with all applicable United States and foreign export laws, regulations and orders.
- 15.3 CUSTOMER shall defend, indemnify and hold CASCADE, and its owners, officers, directors, subsidiaries, affiliates, and agents harmless from and against any and all losses, costs, penalties, liabilities, obligations, claims, demands or expenses (including, without limitation, reasonable attorneys' fees) of any kind arising out of or occasioned by any export from the U.S. or reexport of the Products.
- 15.4 For domestic U.S. sales, all warranty service, updating, and support commitments (if any) made hereunder or under any separate agreement are premised on the use in the United States of Products purchased at CASCADE's domestic U.S. Prices. Export of all such Products will void all such warranties and other service, updating or support obligations, unless CUSTOMER pays to CASCADE, within ten (10) calendar days following such export, the difference between the domestic Price paid and CASCADE's Price for such Products in the locale to which it is exported.

## 16. CONFIDENTIALITY AND PROPRIETARY RIGHTS

- 16.1 "Confidential Information" means all information published or unpublished, oral, written or electronic (including, but not limited to, server-based, internet-based, CD-ROM, DVD, and email) and conveyed in any form or media that relates in any way to CASCADE's past, present, and future business practices, operations, financial and investor information, business plans and development ideas, concepts, engineering data, manufacturing processes and techniques, reports, films, tapes, computer data bases and other information embodied in any of the Products or otherwise disclosed to CUSTOMER by CASCADE, also including all patents, copyrights, trademarks, know-how, trade secrets, or other intellectual property, drawings, blueprints, designs, specifications, diagrams, flowcharts, software and complete or partial coding, contracts, equipment, machinery, chemical processes, business methodologies, and technology of any type which has been disclosed either prior to or subsequent to the date of this Agreement by CASCADE directly or indirectly to CUSTOMER as part of this Agreement as well as either Party's ongoing business relationships. Said disclosure through business relationships includes but is not limited to information generated by either Party or generated on its behalf by third parties regarding the Confidential Information, such as reports, communications, and evaluations. For the purposes indicated below, the exchange of all information between the Parties shall be considered Confidential Information (regardless of whether it is or is not stamped or marked "confidential"), unless otherwise mutually agreed.
- 16.2 Both Parties acknowledge and agree that the Confidential Information disclosed by CASCADE to CUSTOMER is of significant value and that CUSTOMER shall not, without CASCADE's express prior written permission in each instance, use the Confidential Information or any part thereof, either

directly or indirectly, for any purpose whatsoever other than as needed to use and maintain the Products.

16.3 CUSTOMER agrees to retain in strict confidence all such Confidential Information, and to take all precautions to prevent disclosure of the Confidential Information to any third parties, including affiliated companies, individuals, consultants, and agents, if any, unless those third parties have previously executed a Confidentiality Agreement with CASCADE with substantially the same terms as this Agreement covering the Confidential Information.

16.4 Confidential Information may only be disclosed within CUSTOMER's organization on a "need-to-know" basis. Furthermore, it shall be treated with at least the same degree of care as the recipient treats its own proprietary information, but in no event with less than a reasonable degree of care and may be copied only to the extent necessary for the purpose(s) mutually agreed by the Parties. At all times, the Confidential Information, including all copies, and derivative works incorporating or discussing the Confidential Information shall remain the property of CASCADE.

16.5 CUSTOMER acknowledges that CASCADE remedies for any breach of this section may include, in addition to damages and other available remedies, injunctive relief enjoining any such breach.

16.6 Any dies, jigs, or other tools or equipment made or purchased by CASCADE remain CASCADE's property, irrespective of whether or not CASCADE assessed charges to CUSTOMER. Such tool or equipment charges entitle CUSTOMER to have tools used on CUSTOMER's Products but do not entitle CUSTOMER to title or possession of the tools or equipment.

## 17. LIMITATIONS ON ACTIONS

No action, regardless of form, arising out of this Agreement or the services or Products provided hereunder may be brought by either party more than one (1) year after the cause of action has occurred, except that an action for non-payment of any portion of the Price or any other amounts owed to CASCADE under this Agreement may be brought at any time, as allowed by applicable law, after receipt of the last payment thereon.

## 18. FORCE MAJUERE

CASCADE will not be in breach of its obligations hereunder if performance of such obligations is prevented, delayed or made impracticable by any cause beyond the reasonable control of CASCADE, whether or not foreseeable by either party, including without limitation, acts or omissions of CUSTOMER, acts of God or government, natural disasters or storms, fire, terrorism, war, political strife, labor disputes, failure or delay of transportation, denial of export license, default by suppliers or unavailability of parts.

## 19. GENERAL

19.1 No modification or amendment thereof will be binding on CASCADE OR CUSTOMER unless made in a written instrument signed by an authorized signor of both CUSTOMER and CASCADE.

19.2 No waiver of a right in any instance will constitute a waiver of the same or any other right in any other instance.

19.3 Neither this Agreement nor any of CUSTOMER's rights or obligations under it may be assigned, delegated or otherwise transferred by CUSTOMER without the prior written consent of CASCADE.

19.4 All notices and other communications hereunder shall be in writing and shall be personally delivered, sent by facsimile, email, or mailed by certified mail, return receipt requested and postage prepaid, to the other party at its address set forth on the face hereof. Notices are effective on the earlier of

receipt or the third business day following the date of mailing. Any party may change its address by notice to the other party.

- 19.5 This Agreement will be governed and construed in accordance with the laws of the State of Oregon, United States of America to the exclusion of any conflicts of laws alternatives. Any dispute resolution proceedings, including, but not limited to, litigation or arbitration, between the parties concerning this Agreement shall be brought exclusively in Multnomah County, Oregon. In the event of any dispute arising hereunder the prevailing party therein shall recover its reasonable attorneys' fees and all dispute resolution costs. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the parties' fundamental intentions hereunder, and the remaining provisions shall not be affected. All communications related to this Agreement, Products, and dispute resolution shall be conducted in spoken and written English.
- 19.6 With respect to all transactions to which the 1980 United Nations Convention on Contracts for the International Sale of Goods ("CISG"), as amended, might otherwise apply, CASCADE and CUSTOMER agree to exclude the application of the CISG to all orders, this Sales Agreement and its Terms and Conditions or any transactions hereunder.
- 19.7 CASCADE shall have the right, without notice to or consent by CUSTOMER, to subcontract manufacturing or other work as to any or all Products.
- 19.8 Survival of Provisions. Despite termination or expiration of this Agreement, including these Terms and Conditions, the following provisions shall remain in full force and effect: Sections 6.3, 7.2.4, 7.2.5, 10 in its entirety, 11 in its entirety, 12 in its entirety, 14 in its entirety, 15 in its entirety, 16 in its entirety, 17 in its entirety, and 19 in its entirety.
- 19.9 Severability; Amendments; Integration. If any provision of a Product order, the Sales Agreement, including these Terms and Conditions is held to be illegal, invalid or unenforceable, then (a) such provision shall be reformed so as to cure or remove such defect and if not reformed shall be severed, (b) the legality, validity and enforceability of the remaining provisions of the document shall not be affected or impaired, and (c) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the severed provision. No change or modification to the terms and conditions set out in this Agreement shall be effective unless specifically agreed to by CASCADE in a signed, written amendment. This Agreement and all appendices comprise the complete and exclusive statement of the agreement between CASCADE and CUSTOMER, and it supersedes all prior and contemporaneous agreements, negotiations, discussions, and proposals, oral or written, and any and all other communications relating to the subject matter of this Agreement.

End.