

PRODUCT CATALOG 2020



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Intelligent Monitoring System, IMS Core

Items in yellow are required

IMS Indoor and Outdoor Notification - LED Light Strip, Programmable Bulbs/Floodlights, Video Cameras

Programmable LED warning lights simultaneously activated via CPU on a VLAN and delivering multicolored warnings to all rooms, offices, common and outdoor areas. The IMS100/110 also includes cameras connected to the network and can be programmed to activate in an emergency. Each IMS100/110/150 operates with an Ethernet port and a 110 Volt power outlet.



IMS100C



IMS601





IMS611

IMS610

| ITEM # | DESCRIPTION |
|-------------|--|
| IMS100C | IMS Programmable LED Light Strip & Room Video Camera |
| IMS110C | IMS Integrated Room Video Camera |
| IMS601 Bulb | IMS Programmable Multi-colored Bulb - Indoor |
| IMS610 | IMS programmable Multi-colored Floodlight - Outdoor |
| OS100/110 | IMS100/110 Customer Annual Software Fee Per Site |
| OS900 | Custom Software Development* |
| IMS900 | Central IMS System Publisher CPU |
| OS601/2 | Programmable LED Light Annual Software Fee Per Site |
| IMS602 | IMS Programmable Bulb Smart Hub - Indoor (10 bulbs) |

*standard fee for system adaptation to customer

IMS200 User Desktop Notification (UDN) for Windows

The Simpliot Emergency Warning System UDN extends the ability to notify thousands of desktop users instantly.



| ITEM # | DESCRIPTION | |
|---------------|--|--|
| IMS200 UDN-UL | Annual User License Per Screen | |
| IMS200 UDN-SF | User Desktop Notification Customer Annual Software Fee | |

IMS300/330 Digital Signage & Digital Signage Notification

The Simpliot IMS300 Digital Signage System (DS) delivers the ability to display advertising or custom messages on digital screens to notify customers/visitors/employees. The IMS330 incorporates the digital signage screens into the emergency system and will display an emergency in real-time as soon as it is declared. The digital screens are available in 3 sizes, 40", 50" and 65".

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| DESCRIPTION |
|--|
| Digital Signage CPU Per Screen |
| Digital signage 40" monitor |
| Digital signage 50" monitor |
| Digital signage 65" monitor |
| Digital Signage IMS Notification System CPU Per Screen |
| Digital Signage Customer Annual Software Fee Per Site* |
| Annual User License Per Screen |
| Digital Signage Notification Annual Software Fee Per Site* |
| Annual User License Per Screen |
| |

*includes 10 add loads

IMS400 Office/Classroom Emergency Assist Kiosk (KIOSK)

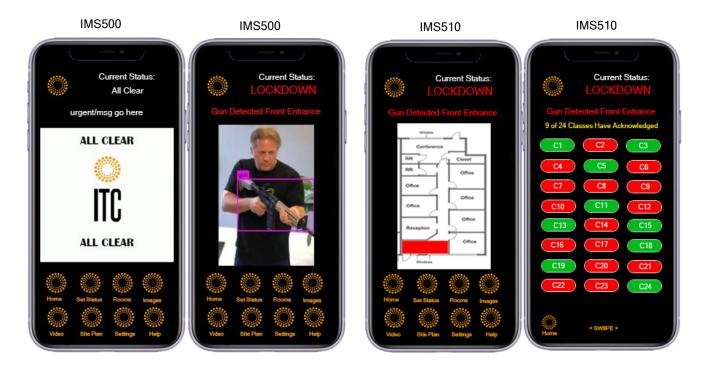
The Emergency Assist Kiosk is a touchscreen installed in all rooms, providing a feedback loop, so that the teachers, professors, managers may confirm to the central command that an office, classroom is locked down. They can also declare an emergency or a medical alert. Each IMS400 operates with an Ethernet port and a 110 Volt power outlet.

| Simpliot Office Assist | | |
|---|---------------------------------|-------------------------|
| LOCKDOWN NOW!!! | CONFIRM LOCKDOWN | DECLARE EMERGENCY |
| GOES HERE! LOCKDOWN NOW!!! SHELTER IN PLACE - AWAIT ALL CLEAR | DECLARE MEDICAL EMERGENCY | LOCK OFFICE DOORS |

| ITEM # | DESCRIPTION | |
|--------------|--|--|
| IMS400 Kiosk | Customer assist Kiosk 7" touchscreen and mount | |
| OS400 | Customer assist Kiosk annual software fee per site | |
| OS900 | Custom Software Development* | |
| IMS900 | Central IMS System Publisher CPU | |

IMS500/510 Wireless Smartphone User App & Smartphone C2 Admin App

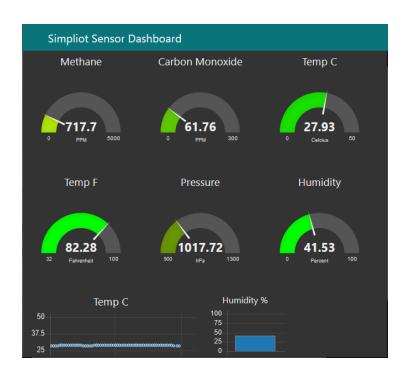
The wireless Smartphone App and C2 (Command and Control) Admin App, delivers emergency notification and provides Administrators with situational awareness.



| ITEM # | DESCRIPTION | |
|----------------|--|--|
| IMS500 U-App | User Notification and Response Annual License | |
| IMS510 C2A-App | C2 Admin Notification and Response Annual License | |
| IMS991 | Publisher CPU+ (on existing customer hardware) | |
| IMS500/510 App | App Base Cost Per Site | |
| OS990 | App Customization and Annual Software Fee Per Site | |
| IMS990 | Publisher CPU+ (hardware) | |

IMS700 Sensor Monitoring

The Simpliot Sensor Dashboard can integrate and monitor 100's of sensors, including temperature, humidity, gases, air pressure, status of gates, doors and enclosures.



| ITEM # | DESCRIPTION | |
|--------|---|--|
| IMS701 | Industrial, Wireless IoT Temperature, Pressure, Humidity Sensor | |
| IMS702 | Industrial, Long-Range, Wireless Ultrasonic Tank Level Sensor | |
| IMS703 | Industrial IoT Wireless CO2, Temperature, Humidity, Gas Sensor | |
| IMS704 | Industrial IoT Wireless RTD Temperature Sensor | |
| IMS705 | Long-Range, Wireless IoT Soil Moisture Sensor | |
| IMS990 | Publisher CPU+ (hardware) | |
| OS990 | Sensor Customization and Annual Software Fee Per Site | |

IMS800 BioSys Temperature Measurement & Facial Recognition Terminal

The BioSys is a High Definition 1080p, 8 inch LCD, IR Temperature and Facial Recognition Scanner. Safe, no contact temperature measurement. Can also detect if individual is wearing a face mask. 99.7% Facial Recognition in less than ½ second. Can store up to 20,000 individuals in database. Access control Weigand output for unlocking door on valid scan. Desktop, wall mount, floor stand and gate/turnstile pole mount options are available.



| ITEM # | DESCRIPTION |
|--------|--|
| IMS800 | Temperature Measurements & Facial Recognition Terminal |
| IMS801 | Desktop Stand |
| IMS802 | Wall Mount |
| IMS803 | Floor Stand Mount |
| IMS804 | Gate/Turnstile Pole Mount |

Simpliot IMS Service/Warranty and Installation Price List

| ITEM # | DESCRIPTION |
|-------------------------------------|---------------------------------|
| Simpliot IMS100/110 S&W | Service and Warranty (Annually) |
| Simpliot IMS200 S&W | Service and Warranty (Annually) |
| Simpliot IMS300/330/340/350/360 S&W | Service and Warranty (Annually) |
| Simpliot IMS400 S&W | Service and Warranty (Annually) |
| Simpliot IMS700 S&W | Service and Warranty (Annually) |
| Simpliot IMS800 S&W | Service and Warranty (Annually) |
| Simpliot IMS900/990/991 S&W | Service and Warranty (Annually) |
| Install* IMS100/110 | Installation \$75/hr |
| Install* IMS200 | Installation \$75/hr |
| Install* IMS300/330/340/350/360 | Installation \$75/hr |
| Install* IMS400 | Installation \$75/hr |
| Install* IMS500/510 | Installation \$75/hr |
| Install* IMS601/602/610 | Installation \$75/hr |
| Install* IMS700/701/702/703/704/705 | Installation \$75/hr |
| Install* IMS800 | Installation \$75/hr |
| Install* IMS900/990/991 | Installation \$75/hr |

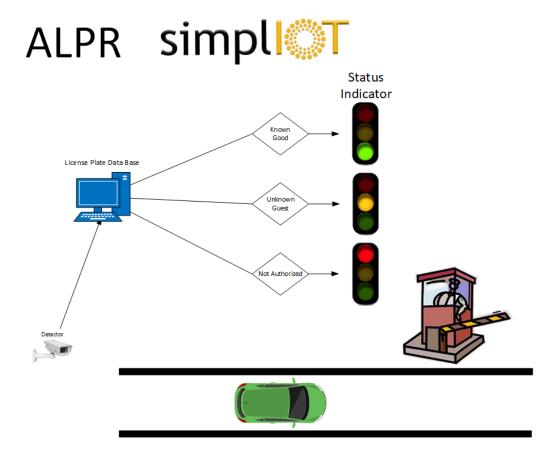
*Installation Times May Vary

SIMPLIOT IMS Training

| ITEM # | DESCRIPTION | |
|-----------------------|---------------------------------------|--|
| Simpliot IMS Training | IMS Training per 10 people / per day* | |
| | *Does Not Include Travel and Expenses | |

Simpliot CITADEL (integrates fully with IMS)

CITADEL 2000 ALPR Automatic License Plater Reader



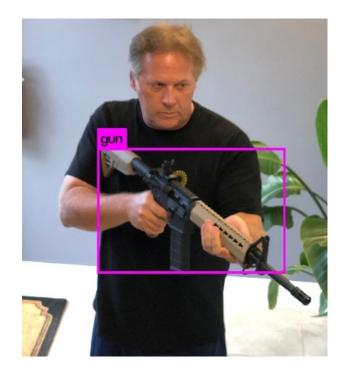
| ITEM # | DESCRIPTION |
|---|--|
| Simpliot CITADEL Integration | System Integration (prices may vary) |
| Simpliot CITADEL2000ALPR CAM | Video Camera for License Plate Reader |
| Simpliot CITADEL2000ALPR CPU | Detector TX2 (2 feeds) |
| Simpliot CITADEL2000ALPR DB | Database Computer (*starting at) |
| Simpliot CITADEL2000ALPR SL | Annual Software License Per Video Feed |
| Simpliot CITADEL2000ALPR Install | Installation \$75/hr |
| Simpliot CITADEL2000ALPR Service & Warranty | Annual Service and Warranty |

*Installation Times May Vary

*Type of Database CPU may vary depending on 10 or more video feeds

CITADEL 3000 GD - Gun Detection

The Simpliot CITADEL Gun Detection system is trained to detect drawn weapons such as guns and rifles almost as soon as they appear on the video images. The software uses a percentage probability analytics, which means that notifications or alarms are totally customizable for each client and can go as far as automatically triggering an alarm and/or lockdown independently while simultaneously alerting local authorities. As soon as a firearm is detected, the system will take a series of pictures of the assailant and the Simpliot Intelligent Monitoring System and/or the App will display the image on the Command and Control web interface and messages indicating the location of a threat can be instantly sent to first responders, security personnel, offices and classrooms if so desired.



| ITEM # | DESCRIPTION |
|---|--|
| Simpliot CITADEL3000GD CAM | Video Camera for Gun Detection |
| Simpliot CITADEL3000GD CPU | Detector |
| Simpliot CITADEL3000SL | Annual Software License Per Video Stream |
| Simpliot CITADEL3000GDMulti | Multi-Detector up to 6 video streams* |
| Simpliot CITADEL3000SL Multi | Annual Software License Per Video Stream |
| Simpliot CITADEL3000GD Install | Installation \$75/hr |
| Simpliot CITADEL3000GD Service & Warranty | Annual Service and Warranty |
| *Installation Times May Vary | *In Development |

CITADEL4000OD – Object Detection

The Simpliot CITADEL 40000D is an Object Detection system can be trained to detect other types of objects and events.

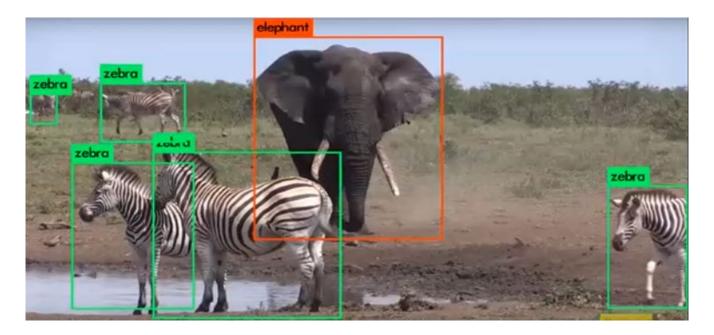
| ITEM # | DESCRIPTION |
|---|--|
| Simpliot CITADEL4000OD CAM | Video Camera for Detection |
| Simpliot CITADEL4000OD CPU | Detector |
| Simpliot CITADEL4000SL | Annual Software License Per Video Stream |
| Simpliot CITADEL4000ODMulti | Multi-Detector up to 6 video streams* |
| Simpliot CITADEL4000SL Multi | Annual Software License Per Video Stream |
| Simpliot CITADEL4000OD Install | Installation \$75/hr |
| Simpliot CITADEL4000OD Service & Warranty | Annual Service and Warranty |
| *Installation Times Mary Vany | *In Davidonment |

*Installation Times May Vary

*In Development

CITADEL5000AD – Animal Detection

The Simpliot CITADEL Animal Detection system is trained to detect a wide variety of animals and their location throughout a zoo, park or landscape almost as soon as they appear on the video images. This works perfectly in conjunction with our IMS700 Sensor Monitoring which observes the status of gates, doors and enclosures. As soon as a dangerous animal wanders into a restricted location, the system will take a series of pictures of the animal and the Simpliot Intelligent Monitoring System will display the image on the Command and Control web interface and messages indicating the location of the animal and can be instantly sent to security personnel and zookeepers. With a push of a button, gates, doors and enclosures can be opened or closed for the safety of the visitors and animals.



| ITEM # | DESCRIPTION |
|---|--|
| Simpliot CITADEL5000AD CAM | Video Camera for Detection |
| Simpliot CITADEL5000AD CPU | Detector |
| Simpliot CITADEL5000SL | Annual Software License Per Video Stream |
| Simpliot CITADEL5000ADMulti | Multi-Detector up to 6 video streams* |
| Simpliot CITADEL5000SL Multi | Annual Software License Per Video Stream |
| Simpliot CITADEL5000AD Install | Installation \$75/hr |
| Simpliot CITADEL5000AD Service & Warranty | Annual Service and Warranty |
| *Installation Times May Vary | *In Development |

Simpliot CITADEL (Custom Development)

CITADEL 6000 CD – Custom Development

| ITEM # | DESCRIPTION |
|--------------------------|--------------------------------------|
| Simpliot CITADEL6000 NNO | Neural Net Optimization |
| Simpliot CITADEL6400 NNC | Neural Net Customization* |
| Simpliot CITADEL6500 PM | Project Mapping \$75/hr (times vary) |

Simpliot CITADEL Training

| ITEM # | DESCRIPTION |
|---------------------------|---|
| Simpliot CITADEL Training | CITADEL Training per 10 people / per day* |
| | *Does Not Include Travel and Expenses |

ITContingency, LLC

STANDARD TERMS AND CONDITIONS OF SALE

1. Acceptance

SELLER'S ACCEPTANCE OF BUYER'S PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS OF SALE, WHICH ARE IN LIEU OF ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED IN BUYER'S PURCHASE ORDER OR OTHER DOCUMENT OR COMMUNICATION PERTAINING TO BUYER'S ORDER OR THE GOODS. BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT SHALL BE CONCLUSIVELY PRESUMED FROM BUYER'S ACCEPTANCE OF ALL OR ANY PART OF THE GOODS OR FROM PAYMENT BY BUYER FOR ALL OR ANY PART OF THE GOODS. NO TERMS AND CONDITIONS MAY BE ADDED TO, MODIFIED, SUPERCEDED OR OTHERWISE ALTERED, EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY SELLER. FAILURE OF SELLER TO OBJECT TO ANY TERMS OR CONDITIONS WHICH MAY BE CONTAINED IN ANY DOCUMENT OR FORM OF BUYER SHALL NOT BE CONSTRUED AS A WAIVER OF THESE CONDITIONS, NOR AS AN ACCEPTANCE OF ANY SUCH TERMS AND CONDITIONS.

2. Definitions

In these terms:

"Assistance" means any installation, support or other ancillary work or services which the Company has agreed to supply to you in connection with the Goods.

"Buyer" means you the purchaser of the Goods under the Contract.

"Company" means ITContingency, LLC, a Delaware limited liability company.

"Contract" means this agreement between Buyer and the Company to supply the Goods subject to the terms and conditions set out in this agreement.

- "Goods" means all products, equipment and services to be supplied under the Contract.
- "Seller" means the Company, the supplier of the Goods under the Contract.

"You/Your" means you, the Buyer of the Goods under the Contract.

3. Basis of Supply

3.1. The Company shall supply and you shall purchase the Goods in accordance with an order placed by you which is accepted by the Company. By placing an order for the Goods you shall be deemed to have accepted these conditions to the exclusion of any other terms and conditions set out or referred to in any other document or other communication used by either party in concluding the Contract.

3.2. By placing your order, you acknowledge that you place no reliance on any statement which has been made or may be made concerning the order other than one made by the Company in writing.

4. Price

All prices are stated exclusive of any sales, use or VAT tax, delivery costs, and other levies, taxes or duties which may apply. You are responsible for assuring that the product can be lawfully imported to the destination country. You are the importer of record and must comply with all laws and regulations of the destination country. Orders that are shipped to countries outside of the United States may be subject to import taxes, customs duties and fees levied by the destination country. YOU MAY BE ASKED TO REMIT ANY SUCH CHARGES UPON DELIVERY OF THE PRODUCT.

5. Payment

5.1. Payment for sales are to be made as stated on the sales order, fifty percent (50%) Deposit and the Balance net thirty calendar (30) days from date of invoice, by cash, credit card, or a prepaid wire transfer with a confirmation of wires to the Company. A service charge of one and a half percent (1.5%) per month, or the maximum interest rate allowable under applicable law (If less), shall be applied to all past due balances. Company shall maintain the unilateral right to offset any credits due for outstanding balances due. Company may in addition to all other remedies it has, suspend performance of the Contract and any other agreement with you.

5.2. Credit card payments shall be subject to a three percent (3%) surcharge.

5.3. Payment for sales from a Buyer located outside the United States that have not established credit with the Company, shall be made cash with order and monthly recurring fees shall be paid annually

6. Quotations

Any quotation remains valid for a period of thirty (30) calendar days only unless otherwise stated in writing in such quotation and may be withdrawn at any time prior to the expiration of thirty (30) calendar days absent the placement of an order.

7. Specifications

Company reserves the right to alter the specifications of the Goods, where necessary, to comply with regulations or legal requirements or where such alterations do not in the Company's reasonable opinion materially affect Buyer's expressed requirements.

8. Product Changes and Discontinuance

Company shall endeavor to provide notification of changes in the Goods form, fit, function, specifications or discontinuance, however the Company shall have the right to make any changes or modifications to, or to discontinue, any Goods at any time, and the Company has no obligation and/or liability for failure to notify Buyer.

9. Compliance

You are responsible for obtaining all consents, and for complying with all legal requirements necessary, to import into and operate Goods within any country other than the United States. In the event that the legal operation of the Goods requires any form of license, permit or other form of regulatory or governmental allowance you understand and agree that obtaining those permissions is your sole responsibility.

10. Dispatch and Delivery

10.1. Company shall use reasonable endeavors to deliver on the dates or to any program of dates agreed, but delivery dates cannot be guaranteed, and time of delivery is not of the essence of the Contract.

10.2. Company shall deliver, by the method of its choice unless otherwise agreed to in writing, to the address specified by you. You will be responsible for the costs of delivery.

10.3. Any failure by the Company to make any one delivery shall not entitle you to terminate the Contract as to any remaining deliveries.

11. Title and Risk

11.1. The risk of any damage to the Goods shall pass to you upon dispatch from the premises of the Company or, where the Goods are to be collected by you, on you collecting the Goods from the Company.

11.2. Title to the Goods shall not pass to you until the Company has received (in cash or cleared funds as the case may be) payment in full of the sums due from you:

11.2.1. under the Contract;

11.2.2. under any other contract the Company has with you.

12. Assistance

12.1. Company may use persons other than its employees to provide the Assistance.

13. Intellectual Property

13.1. All intellectual property rights associated with the Goods and any illustrations, drawings and other documents supplied by the Company, remain vested in the Company.

13.2. All computer programs, software or firmware supplied by the Company are provided by means of a non-exclusive, revocable license to use on a specified machine, and are to be kept confidential by you, and not to be further copied or divulged to any other party without the Company's prior written consent.

13.3. You shall not remove, obliterate, delete from, add to, or otherwise alter trademarks and/or trade names affixed to the Goods and the Company asserts its full rights to control the use of its trademarks.

14. Limitation and Exclusion of Liability

14.1. Company shall not be under any liability to you under the Contract or any collateral contract for any indirect loss and/or expenses, including but not limited to, loss of income, profits or contracts or for any incidental, indirect, special or consequential loss or damage of any kind whatsoever arising and whether caused by negligence, breach of contract or otherwise.

14.2. Company's maximum aggregate liability to you or any third party, in respect of any contract, whether arising under any indemnity, for any breach of its obligations under this Contract, negligence or otherwise, shall be limited to the price payable by you pursuant to such contract.

14.3. Nothing contained herein or in any contract shall exclude or in any way limit either party's liability for fraud or for death or personal injury caused by its negligence, or any other liability to the extent that such liability may not be excluded or limited as a matter of law.

15. Termination

If you: (i) fail to make any payment when due under this Contract; or (ii) become insolvent, have a receiver, administrative receiver, administrator or manager appointed over all or any part of your assets or business, make any composition or arrangement with your creditors, take or suffer any similar action in consequence of debt or an order for resolution is made for your dissolution or liquidation (other than for the purposes of solvent amalgamation or reconstruction); (iii) exceed the credit limit, if any, specified by the Company from time to time; then the Company shall have the following rights at its option without incurring any liability, which rights shall be cumulative and shall not prevent the Company from also claiming damages and pursuing any other rights and remedies available to it:

- 15.1. terminate this Contract;
- 15.2. cancel any undelivered or uncompleted portion of the contract and stop any Goods in transit;
- 15.3. cancel any other contract with you; and
- 15.4. demand immediate payment of any outstanding amounts which shall thereupon become due and payable.

16. Limited Warranty

16.1. Each of the Goods comes with a service and warranty charge to it which is payable on a monthly basis for up to five (5) years. Failure by the Buyer to pay the monthly service and warranty charge will automatically void the warranty.

16.2. Warranty does not cover any damage, defects or costs caused by: (i) modification, alteration, repair or service of the Goods by anyone other than the Company or its authorized representative; (ii) physical abuse to, overload of, or misuse of, the Goods, or operation of the Goods in a manner contrary to the instructions accompanying the Goods; (iii) any use of the Goods other than that for which it was intended; (iv) misuse, neglect, accident, improper or inadequate maintenance, corrosive environments, environments containing airborne contaminants (silicone, aluminum oxide, etc.), or excessive thermal shock; (iv) shipment of the Goods to the Company for service; or (vi) any installation or operation of the Goods other than in compliance with applicable building, mechanical, plumbing and electrical codes. Warranty is voided if the serial number of the product has been altered, defaced or removed.

16.3. COMPANY IS NOT LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY EXPRESS WARRANTY NOT PROVIDED HEREIN, AND ANY REMEDY WHICH, BUT FOR THE WARRANTY CONTAINED HEREIN, THAT MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM JURISDICTION TO JURISDICTION.

COMPANY'S PRODUCTS ARE NOT A FAILSAFE SOLUTION TO SECURITY THREATS. COMPANY DOES NOT MAKE ANY GUARANTEES REGARDING THE EFFICACY OF THE GOODS AND THE COMPANY IS NOT LIABLE IN ANY CASE SHOULD THE GOODS SOLD AND PROVIDED FAIL TO PREVENT LOSS OF LIFE, BODILY HARM, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND DAMAGES.

16.4. The warranty period will commence on the date of installation to you of the Goods.

17. Indemnity

Purchaser hereby indemnifies and agrees to hold harmless Company and its respective members, directors, officers, agents, employees, representatives, successors and assigns from and against any and all losses, claims, damages, expenses or liabilities of whatever form or nature (including but not limited to, reasonable attorneys' fees and other costs and expenses incurred in connection therewith) which they, or any of them, may sustain or incur in (including in settlement) any action, claim, suit, proceeding or settlement by any person, organization or governmental entity or agency, or otherwise resulting, in whole or in part, from: (i) any claim of a third party that the indemnifying party misrepresented its authority or made any contractual commitment not expressly authorized under this Contract; (ii) the handling, storage, sale or distribution by the indemnifying Party of the Goods or information relating thereto; (iii) the failure by the indemnifying Party to perform or comply with its obligations under this Contract; or (iv) the conduct of the operations of the indemnifying party.

18. Force Majeure

Company shall not be responsible or liable for its failure to perform its obligations, if such failure is beyond the control of the Company, or beyond the control of the suppliers of the Company, whether caused by acts of God, unavailability or shortages of materials or energy necessary to produce and/or deliver the Goods by usual modes of transportation, fire, flood, wars, embargo, strikes, labor disputes, explosions, riots, or of laws, rules, regulations, restrictions or orders of any governmental authority, or any other cause, other than financial, that is beyond the control of the Company or its suppliers.

19. Governing Law

The validity, performance and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles. The State of Delaware shall have exclusive jurisdiction to adjudicate any dispute which may arise in connection with this Contract.

20. Waiver

The failure of either party to enforce any term of or right arising pursuant to this Contract does not constitute a waiver of such term or right and shall in no way affect that party's right later to enforce or exercise the term or right.

21. Severance

21.1. If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part of that provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions or other parts of the provision in question within this Contract, shall not be affected.

21.2. If any invalid, unenforceable or illegal provision of this Contract would be valid, enforceable and legal if some part of it were deleted, such provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.