

IMPORTANT-READ CAREFULLY: BY DOWNLOADING, INSTALLING AND/OR USING THE SOFTWARE OR THE DOCUMENTATION, YOU (ON BEHALF OF YOURSELF OR AS AN AUTHORIZED REPRESENTATIVE ON BEHALF OF AN ENTITY) AS THE "CUSTOMER" AGREE TO ALL THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT (THE "AGREEMENT") WITH APTARE ("APTARE") REGARDING CUSTOMER'S USE OF THE SOFTWARE AND THE DOCUMENTATION. IF CUSTOMER DOES NOT AGREE WITH ALL OF THESE TERMS, DO NOT DOWNLOAD, INSTALL OR OTHERWISE USE THE SOFTWARE OR THE DOCUMENTATION AND CLICK ON THE "I DISAGREE" BUTTON AND THE INSTALLATION PROCESS WILL NOT CONTINUE AND CUSTOMER WILL NOT BE ABLE TO USE THE SOFTWARE. THE EFFECTIVE DATE OF THIS AGREEMENT IS THE DATE THAT YOU ACCEPT THIS AGREEMENT BY CLICKING ON THE "I AGREE" BUTTON.

## **1. Definitions.**

1.1 "Confidential Information" means a party's non-public technical and non-technical information, including but not limited to business and marketing strategies, employee and customer lists, project plans, design documents, software code and designs, product strategies and pricing data, research, advertising plans, leads and sources of supply, development activities, customer profiles and other information of such party which by its nature can be reasonably expected to be proprietary and confidential, whether it is presented in oral, printed, written, graphic or photographic or other tangible or intangible form (including information received, stored or transmitted electronically). APTARE's Confidential Information specifically includes the Software and the Documentation.

1.2 "Documentation" means the end user manuals and other materials relating to the functionality or operation of the Software, which may be downloaded with the Software, expressly excluding marketing and sales collateral and materials.

1.3 "Evaluation Period" means the period commencing on the Effective Date and ending on the date that is thirty (30) days thereafter.

1.4 "Oracle Software" means the embedded Oracle Database licensed by APTARE from the Oracle Corporation and embedded in the APTARE IT Analytics and all rebranded versions thereof except for the APTARE IT Analytics for Shared Services version. The Oracle Software is subject to a restricted license and may only be used or accessed in conjunction with the Software. Oracle Software may include Third Party technology which is subject to separate terms. Such Third Party technology will be considered Third-Party Software (as defined below).

1.5 "Perpetual License" means a Production License that continues in perpetuity subject to Section 10 ("Term and Termination").

1.6 "Production License" means a license to use the Software for production use. A Production License can be either a Subscription License or a Perpetual License.

1.7 "Production Period" means the period of this Agreement that commences on (i) expiration of the Evaluation Period if Customer notifies APTARE of its intent to purchase a Production License or (ii) the Effective Date if the Evaluation Period does not apply; and in each

case, continues for the remainder of the Term in accordance with Section 10 ("Term and Termination").

1.8 "Report Templates" means templates created within the Software using the Report Template Designer.

1.9 "Software" means the object code version of the APTARE software known as APTARE IT Analytics™ and/or any re-branded versions thereto that are downloaded or installed under this Agreement and any upgrades and/or updates thereto. Software includes the Oracle Software except for the APTARE IT Analytics for Shared Services version which excludes Oracle Software. Software does not include the Third-Party Software.

1.10 "Subscription License" means a Production License for the finite period for which the applicable fees are paid.

1.11 "Term" means the current term that this Agreement is in effect, commencing on the Effective Date and continuing as set forth in Section 10 ("Term and Termination"). The Term includes the Evaluation Period and the Production Period, if any.

1.12 "Third Party" means an individual or entity that is not a party to this Agreement.

1.13 "Third-Party Software" means certain software licensed by APTARE from Third Parties. Third-Party Software does not include the Oracle Software.

## **2. License.**

2.1 Grant to Software and Documentation. Subject to the terms and conditions of this Agreement, APTARE hereby grants to Customer, solely for the number of licenses and functionality for which APTARE has received the applicable fees, a non-exclusive, non-transferable limited license (without the right to sublicense) during the Term to (a) use the Software solely for internal business use in accordance with this Agreement and the Documentation and (b) use all accompanying Documentation in conjunction with Customer's authorized use of the Software. During the Evaluation Period, Customer may use the Software solely for the purpose of internal evaluation and testing of the Software to determine if Customer will purchase a Production License.

2.2 Grant to Report Templates. Subject to the terms and conditions of this Agreement, APTARE hereby grants to Customer a non-exclusive, non-transferable limited license (without the right to sublicense) during the Term to distribute, publicly perform and display, without charge, the Report Templates with Third Parties that have licensed the Software from APTARE and solely for the Third Parties' internal business use.

2.3 Reproduction. Customer may make up to a maximum of five (5) backup copies of the Software, in object code form, only as is reasonably necessary for archival and backup purposes.

2.4 Third-Party Software. The Third-Party Software is subject to various other terms and conditions imposed by the licensors of such Third-Party Software. As applicable, the terms

of Customer's use of the Third-Party Software is subject to and governed by their respective licenses except that this Section 2.4 ("Third-Party Software"), Section 5.3 ("Disclaimer") and Section 8 ("Limitations of Liability") of this Agreement also govern Customer's use of the Third-Party Software. Customer may view the relevant licenses and/or notices for such Third-Party Software at LICENSE.TXT included in the Software. Customer agrees to comply with the terms and conditions contained in all such Third-Party Software licenses with respect to the applicable Third-Party Software.

2.5 Restrictions. Except as explicitly set forth in this Agreement, Customer shall not, and shall not permit any Third Party to: (a) use the Software or Documentation except as expressly permitted by this Agreement and the Documentation; (b) permit other persons or entities to use the Software or Documentation; (c) reproduce the Software or Documentation (except for up to a maximum of five (5) back-up copies for backup or archival purposes, in which event Customer shall also reproduce the proprietary notices as they appear on the original version); (d) modify, translate, adapt or create derivative works from the Software or Documentation; (e) reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction) or attempt to extract source code from the Software; (f) lend, rent, host, outsource, lease, time-share, distribute, provide subscription services or otherwise transfer the Software or Documentation; (g) remove or alter any proprietary notices or labels on the Software or Documentation; (h) use or access the Oracle Software and associated information collected in the database other than in conjunction with the Software; or (i) install or publish any benchmark tests run on the Software.

**3. Acceptance.** The Software and Documentation shall be deemed accepted upon Customer's download of the same. If Customer experiences any problems with the Software, Customer's sole and exclusive remedies shall be that set forth in Section 5 ("Limited Warranty and Support").

#### **4. Payment, Prices and Audit.**

4.1 Payment and Prices. In consideration of the provision of the Software and services provided hereunder Customer agrees to pay all invoices in full within thirty (30) days of the date of the invoice for any Software or services without set-off or deduction. Except with respect to the remedies available to the Customer under this Agreement, payment obligation is non-cancelable and any sums when paid will be non-refundable and is not conditioned upon future availability of any Software, feature functionality, hardware, learning credits or services. All invoices shall be due and payable thirty (30) days from the date of the invoice. Any amounts not received by APTARE within thirty (30) days of the date of the invoice shall accrue interest at a rate of one and one-half percent (1.5%) for each month that the invoice is overdue, or the highest interest rate permitted by applicable law, whichever is lower. All fees are in US Dollars. All prices are exclusive of any sales, value-added, foreign withholding or other governmental taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export, or use of the Software or performance of any services. Customer shall be responsible for, and if applicable reimburse APTARE for, all such taxes, duties, fees, excises, or tariffs, except for governmental or local taxes imposed on APTARE's corporate net income and all costs and attorneys' fees to enforce and preserve its rights under this Agreement.

4.2 Reports and Audit. (a) At APTARE's request, Customer shall provide APTARE with a report detailing its use of the Software.

(b) A Customers may elect to share its performance profiles with the APTARE community of users who share their performance profiles of configured arrays hosted at [www.aptare.com](http://www.aptare.com) ("Cloud"). From the performance profiles, APTARE IT Analytics issues a report of the community's anonymous and aggregated performance profiles ("Performance Profile Report(s)") to those customers who opt-in to enable a comparison of performance with similarly configured arrays in the broader community and to gauge if environmental metrics are within normal performance range. The Performance Profile Report is APTARE's Confidential Information. Customer opting-in to the Cloud are able to access the Performance Report. Profile data cannot be associated with any contributor. No company or environment-specific details, such as storage array or server names, are transmitted. No personally identifiable information is collected, used or disclosed.

(c) Upon reasonable prior notice, APTARE may audit Customer's usage and records to ensure that Customer is using the Software in compliance with this Agreement and to ensure that license and other fees have been properly paid in compliance with this Agreement. Any such audit will be conducted during regular business hours at Customer's offices and shall not interfere unreasonably with Customer's business activities. Customer shall provide reasonable assistance and access to information to APTARE in relation to the audit. Customer consents to APTARE reporting the results of the audit to the Oracle Corporation and to allow APTARE to assign the foregoing audit rights to the Oracle Corporation. If an audit reveals that Customer has underpaid its total fees by more than five percent (5%), then Customer shall pay APTARE's reasonable costs of conducting the audit, in addition to the underpaid amount.

## **5. Limited Warranty and Support.**

5.1 Limited Software Warranty. APTARE warrants that the Software, for 30 days from the Effective Date ("Warranty Period") and when properly used in accordance with the Documentation and this Agreement, will perform as described in the Documentation in all material respects. APTARE's sole obligations and Customer's sole and exclusive remedies under this limited warranty are: (a) to correct any reproducible nonconforming failure in the Software of which APTARE is notified in writing during the Warranty Period in accordance with the APTARE Services Program posted at [http://www.aptare.com/licenses\\_and\\_policies](http://www.aptare.com/licenses_and_policies); or (b) at APTARE's option, to terminate this Agreement and, upon return of the Software or certification that Customer has ceased using the Software, the Software has been removed from Customer's systems and otherwise destroyed, refund the price paid for the affected Software. APTARE is not liable for: (i) hardware related issues; (ii) use of the Software not authorized by the Documentation; (iii) unauthorized modifications, alterations, maintenance or repair to the Software; (iv) problems external to the Software; (v) coverage for network failures or network configurations; and (vi) changes or upgrades made to third party hardware or software (including changes to the server environment on which the Software reside). Customer agrees it has the sole responsibility for the adequate protection and backup of Customer's data and/or equipment used with the Software.

5.2 APTARE Services Programs. During the Evaluation Period, APTARE is not obligated to provide any maintenance or support (collectively, "Services") on the Software. During the Production Period, in consideration for the applicable fees, APTARE will provide Customer with Services on the Software as further described in the APTARE Services Program posted at [http://www.aptare.com/licenses\\_and\\_policies](http://www.aptare.com/licenses_and_policies).

5.3 Disclaimers. DURING THE EVALUATION PERIOD, SOFTWARE AND DOCUMENTATION IS LICENSED ON AN AS-IS BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, APTARE AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY LAW. APTARE AND ITS LICENSORS DO NOT, AND CANNOT, WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL MEET CUSTOMER'S REQUIREMENTS OR THAT OPERATION OF SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE. CUSTOMER IS RESPONSIBLE TO BACKUP ALL OF ITS DATA AND SYSTEMS. APTARE AND ITS LICENSORS ARE NOT RESPONSIBLE OR LIABLE FOR LOSS, CORRUPTION OR DESTRUCTION OF DATA.

**6. Ownership.** All right, title and interest in and to the Software and Documentation shall at all times remain exclusively vested in APTARE and/or its licensors (e.g. with respect to the Oracle Software, the Oracle Corporation or Third Party, Third Party Software) including without limitation all copyrights, patents and the right to apply for patents, trade secrets, moral rights and other intellectual and industrial property rights, and Customer hereby assigns to APTARE any interest it may have in the same. Subject to the licenses granted under this Agreement, APTARE expressly reserves all right, title and interest in and to all compilations, selections, arrangements, portions, extracts, adaptations, and derivatives of the Software (including all fixes and updates thereto) and Documentation.

**7. Confidentiality.** Neither party shall publish, disseminate or disclose to any other person, firm, organization or corporation, and shall protect against disclosure and unauthorized use (and assist the other party in remedying the same), the other party's Confidential Information. Each party agrees to use the other party's Confidential Information only in connection with its obligations to be performed and rights to be exercised under this Agreement, and shall disclose such information to its employees or contractors only on a need to know basis and provided such employees and contractors have agreed to be bound by the terms of this Agreement either by virtue of their employment or by a written agreement. Confidential Information shall not include any information that is: (a) already in the possession of the receiving party or its subsidiaries without an obligation of confidentiality; (b) independently developed by the receiving party or its subsidiaries without use of the other party's Confidential Information; (c) publicly disclosed by the disclosing party; (d) rightfully received by the receiving party or its subsidiaries from a Third Party without a confidentiality obligation; or (e) approved for release by written agreement with the disclosing party. Confidential Information may be disclosed by the receiving party pursuant to the requirement or request of a governmental agency to the extent such disclosure is required by operation of law, regulation or court order; provided, however, that, if not otherwise prohibited, the receiving party will provide prompt notice of such request

or requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Customer acknowledges that the Software contains APTARE's trade secrets the disclosure of which would cause substantial harm to APTARE that cannot be remedied by the payment of damages alone. Accordingly, APTARE is entitled to preliminary and permanent injunctive relief without the need to post bond in addition to all other legal and equitable remedies.

## **8. Limitations of Liability.**

8.1 Disclaimer of Consequential Damages. CUSTOMER AGREES THAT IN NO EVENT SHALL APTARE OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL OF ANY KIND RELATING TO THIS AGREEMENT, THE SOFTWARE, THIRD-PARTY SOFTWARE, DOCUMENTATION OR ANY SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE COST OF COVER, LOST PROFITS OR REVENUE, LOST, CORRUPTED OR DESTROYED DATA, PROPERTY DAMAGE OR INABILITY TO USE THE SOFTWARE, THE THIRD-PARTY SOFTWARE, DOCUMENTATION OR SERVICES, EVEN IF APTARE OR APTARE'S LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.2 Limit on Aggregate Damages. IN NO EVENT SHALL APTARE'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE CUMULATIVE AMOUNTS RECEIVED BY APTARE PURSUANT TO THIS AGREEMENT FROM CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. ADDITIONALLY, IN NO EVENT SHALL APTARE'S LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES OF ANY KIND.

8.3 Failure of Essential Purpose. The essential purpose of this Section 8 is to limit the potential liability of the parties arising under this Agreement. The parties acknowledge that the limitations set forth in this Section 8 are integral to the amount of consideration paid in connection with the license of the Software and that, were APTARE to assume any further liability, such consideration would out of necessity, been set much higher. The parties also agree the foregoing limitations apply whether the alleged liability is based on contract, tort, negligence, strict liability or any other basis.

8.4 Liability. Except if licensing APTARE IT Analytics for Shared Services, Customer acknowledges and agrees that the Oracle Corporation is an intended third party beneficiary of this Agreement and further agrees to be financially responsible to the Oracle Corporation for all damages or losses resulting from Customer's breach of this Agreement.

## **9. Indemnification for Infringement Claims as to Software Products**

(a) Customer agrees that APTARE has the right to defend, or at its option to settle, and APTARE agrees, at its own expense, to defend or at its option to settle, any third party claim, suit, or proceeding brought against Customer on the issue of infringement of any

worldwide copyright or trade secret, as well as any United States patent or trademark by the Software, subject to the limitations set forth in this Section 8.

(b) APTARE shall have sole control of any such action or settlement negotiations, and, subject to the limitations set forth below, APTARE agrees to pay any final judgment entered against Customer or settlement APTARE approves on such issue in any such suit or proceeding defended by APTARE. Customer agrees that APTARE shall be relieved of the foregoing obligations unless Customer notifies APTARE promptly in writing of such claim, suit, or proceeding and gives APTARE authority to proceed as contemplated in this Subsection, and gives APTARE proper and full information and assistance to settle and/or defend any such claim, suit, or proceeding.

(c) If the Software or any part thereof is, or in the opinion of APTARE may become, the subject of any claim, suit, or proceeding for infringement as set forth above, or if it is judicially determined that the Software or any part thereof infringes any worldwide copyright or trade secret, or United States patent or trademark, or if the use of the Software or any part of the Software Product is, as a result, enjoined, then APTARE will, at its option and expense either: (i) procure for Customer the right to continue using the Software; or (ii) modify or replace the Software; or, (iii) terminate this Agreement as to the affected Software and, once Customer certifies that it is not using the Software and has removed and destroyed all copies of the Software from its systems, APTARE will issue a refund of all prepaid but unused fees for Support Services and for the Licensed Software on a prorated 3 year, straight-line basis for the infringing Software.. APTARE shall not be liable for any costs, expenses or fees incurred without its prior written approval.

(d) Notwithstanding the foregoing, APTARE shall have no liability with respect to any infringement claims arising out of (i) combination of Software with any hardware, software, or services not specifically authorized or certified by APTARE; (ii) modification of Software other than by APTARE; or (iii) use of Software other than in accordance with the terms of this Agreement where such infringement would not have occurred but for the combination, modification, or use.

(e) THE FOREGOING PROVISIONS OF THIS SECTION 8 STATE APTARE'S ENTIRE LIABILITY AND OBLIGATION AND THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS BY THE SOFTWARE OR DOCUMENTATION LICENSED UNDER THIS AGREEMENT.

(f) By Customer. Customer will indemnify, defend and hold harmless APTARE and its licensors and their officers, directors, employees, contractors and agents from and against, all claims, causes of action, damages, losses and expenses (including attorneys' fees and all costs) arising out of, resulting from or connected in any way with Customer's (and its officers, directors, employees, contractors, or agents) use of the Software, breach of this Agreement or any representation or warranty, negligence or intentional misconduct.

## **10. Term and Termination.**

10.1 Term. On or before the expiration of the Evaluation Period, Customer must notify APTARE whether or not Customer intends to purchase a Production License to the Software by issuing a purchase order to APTARE that specifies the type of Production License (i.e. Subscription License or Perpetual License). Once Customer notifies APTARE of Customer's intent to purchase a Production License to the Software, APTARE will provide a license key for a Subscription License or a Perpetual License, as applicable, to Customer and the Production Period will commence and continue thereafter based on the license purchased by Customer unless earlier terminated in accordance with this Agreement. If Customer initially purchases a Production License to the Software, the Production Period commences on the Effective Date and continues for the period for which the license is purchased unless earlier terminated in accordance with this Agreement.

10.2 Termination. This Agreement terminates automatically on expiration of the Evaluation Period if a Product License is not purchased, expiration of the Subscription License unless extended or material breach by Customer of Sections 2.1 (Grant to Software and Documentation), 7 (Confidentiality) or 12 (Compliance). During the Production Period, a party may terminate this Agreement: (a) if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of email or other written notice specifying the breach; or, (b) a party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors. Customer may terminate this Agreement for its convenience at any time upon notice to APTARE.

10.3 Effect of Termination. Upon any expiration or termination of this Agreement for any reason, all rights, obligations and licenses of the parties hereunder shall cease, except that the following shall survive: (a) all obligations that accrued prior to the effective date of termination (including payment obligations) and any remedies for breach of this Agreement; (b) each party will return the other party's Confidential Information; (c) Customer will stop using, un-install and destroy all copies of the Software and Documentation and provide certification thereof to APTARE; and (c) the provisions of Sections 1 ("Definitions"), 4 ("Payment, Prices and Audit"), 5.3 ("Disclaimer"), 6 ("Ownership"), 7 ("Confidentiality"), 8 ("Limitations of Liability"), 10(c) ("Effect of Termination"), 11 ("Government Rights"), 12 ("Compliance") and 13 ("General") shall survive any expiration or termination of this Agreement.

**11. Government Rights.** APTARE licenses its Software and Documentation to users within the United States Government and any contractor thereof only under the terms of APTARE's standard licensing agreement for commercial end use. APTARE hereby identifies the Software and Documentation, and Customer will identify the Software and Documentation in all proposals and agreements with the United States Government or any contractor thereof, as follows: (a) For acquisition by or on behalf of civilian agencies, as necessary to obtain protection as "commercial computer software" and related documentation in accordance with the terms of the party's standard software license agreement, as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; and (b) For acquisition by or on behalf of units of the Department of Defense ("DoD"), as necessary to obtain protection as "commercial computer software" and "commercial computer software documentation" in accordance with the terms of the party's standard software license agreement, as specified in 48 C.F.R. 227.7202.



**12. Compliance.** Customer shall comply with all applicable international, national, state, regional and local laws and regulations, without limitation, privacy and exportation. Customer understands that APTARE is subject to regulation by agencies of the U.S. government, including the U.S. Department of Commerce, which prohibit export or diversion of certain technical products to certain countries and persons. Customer warrants that: (a) the Software will not be exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations (the "Export Laws"); and (b) it is not a citizen, or otherwise located within, an embargoed nation (including without limitation those countries with under the comprehensive sanctions programs and is not otherwise prohibited under the Export Laws from receiving the Software.

**13. General.** This Agreement is governed in all respects by the laws of the United States of America and the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. Customer's relationship with APTARE is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Customer may not assign, sublicense, or otherwise transfer this Agreement without the prior written consent of APTARE. If any provision of this Agreement shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement shall not be affected thereby. All notices permitted or required under this Agreement shall be in writing and shall be effective upon delivery or rejection if addressed to the party to whom notice is given at the address such party has specified in writing. The failure or delay of any of the parties to enforce any right, power or remedy under this Agreement shall not constitute a waiver of such right, power or remedy. This Agreement, together with any documents incorporated herein by reference, completely and exclusively state the agreement of the parties regarding the subject matter hereof, and supersedes all prior and contemporaneous proposals, representations, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of APTARE and Customer by their duly authorized representatives. The terms and conditions of this Agreement shall apply to all orders and supersede any different or additional terms on purchase orders from Customer. APTARE is not liable if its failure to perform any obligation under this Agreement is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, war, strikes, labor disputes, Third Party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements.