

APTARE provides APTARE Services Programs (“**Services**”) in accordance with the following terms and conditions on a worldwide basis to its customers who purchase Services separately and to customers for which Services are included in the fees paid for use of the Software. “**Customer(s)**” means licensee or end user of the Software. “**Software**” means the APTARE StorageConsole™ or APTARE StorageConsole™ Managed Services Edition along with all updates and upgrades which Customer licenses pursuant to a license agreement with APTARE (“**Agreement**”). All capitalized terms not otherwise defined below are defined in the applicable license agreement.

Services include the following services provided under the APTARE Limited Software Warranty, APTARE Global Support Services and Maintenance, ProLaunch Services, Services on Demand, Training and Project Based Professional Services which may be changed from time to time:

A. Description of Services Programs.

1. APTARE’S Limited Software Warranty.

APTARE warrants to the Customer that the Software, for 30 days from the date of first delivery to Customer by APTARE (“**Warranty Period**”) and when properly used in accordance with the Documentation and the Agreement will perform as described in the Documentation in all material respects. APTARE’s obligation and Customer’s sole remedy under this limited warranty is for APTARE’s Global Support Services to correct any reproducible nonconforming failure in the Software of which Customer notifies APTARE in writing during the Warranty Period. “**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.

2. APTARE Global Support Services and Maintenance.

a. Overview. Subject to the Services Programs Terms and Conditions, Customers who purchase APTARE Global Support Services and Maintenance receive:

- (i) Software corrections, enhancements, and upgrades when they are made generally available
- (ii) Downloads and updates to the APTARE Software via a secure Internet website
- (iii) Responses to unlimited communications via phone or email regarding Software failures not previously reported to APTARE
- (iv) Responses to an unlimited number of communications via phone or email from the Customer’s technical coordinators regarding operational/technical aspects of the Software
- (v) Technical Support is provided during the hours of 6:30 a.m. and 5:30 p.m. Pacific Time, Monday through Friday excluding APTARE holidays (“**Business Hours**”).

b. Case Management.

- (i) **Case Tracking and Assignment.** APTARE Global Support Services assigns unique case numbers and priority to all Customer requests for technical assistance received by telephone, email or through the Customer portal and tracks all cases. Priority is based on the severity level as described in 2(d).
- (ii) **Case Workflow.** The APTARE Technical Support Engineer will investigate the case and may deliver a fix, patch or update to the Software to address the Software nonconformity with the Documentation and will close the case as the APTARE Technical Support Engineer deems appropriate. This may require recreating the issue, working with the APTARE software engineering team or working with the Customer on their configuration of the Software.

c. Logging a Case. APTARE Global Support Services are available through the online Customer portal, email requests to support@aptare.com and live telephone support.

- (i) **Customer Support Portal.** APTARE grants Customers access to a secure APTARE Customer Support portal. The portal is a secure, password-protected web portal through which: (i) updates and upgrades may be downloaded; (b) technical documentation along with in-depth white papers and Software data sheets are available; and, (c) Frequently Asked Questions are posted. To submit a Service Request via the Support Portal on the APTARE Website log on to http://customer.aptare.com/support_case.php
- (ii) **Email Requests.** Requests for technical support can also be sent via email to support@aptare.com.
- (iii) **Telephone Support.** APTARE has a team of APTARE Technical Support Engineers available to help troubleshoot, diagnose, and address technical questions over the telephone. Phone requests may be made to APTARE Global Support Services Center at 408-871-9848 or 866-9APTARE (866-927-8273).

The Support Center will log and enter a case for all technical support calls between the hours of 6:30 a.m. and 5:30 p.m. Pacific Time, Monday through Friday excluding APTARE holidays (“**Business Hours**”).

- d. Priority Definitions.** Support case priorities are assigned based on the severity level of the problem. Response times depend on the problem severity level and the complexity of the problem. Customers may request the priority when submitting the support case. After reviewing the case and contacting the Customer, the APTARE Technical Support Engineer will set the case’s priority level as follows:
- (i) Severity 1 (“Critical”).** The Software is inoperative without workaround and is preventing Customer from using the Software in production mode.
 - Example: Software down.
 - (ii) Severity 2 (“High”).** The Software functionality is materially impacted impairing the end user’s ability to use the Software and temporary workaround is available.
 - Example: Agent is no longer able to collect or send any data to the portal.
 - (iii) Severity 3 (“Medium”).** The Software is experiencing degraded operations or a problem exists where functionality is incorrect or not working, making the Software more difficult to operate.
 - Examples: Report data is not accurate or complete
 - Report emails are not being sent out
 - Reports are taking longer than usual to display
 - Installation related issues.
 - (iv) Severity 4 (“Low”).** A problem of cosmetic nature which does not affect use of the Software as stated in Severity Levels 1-3.
 - (v) Enhancement Requests.** Enhancement requests are assigned a priority level of Severity 4 (Low). When APTARE Global Support Services receive an enhancement request, it will be submitted into an APTARE Enhancement Review system and an enhancement number will be provided to the Customer.

APTARE Product Management will review enhancement requests on a periodic basis. Enhancement requests will only be considered for future releases. Enhancements will not be made to currently shipping releases or prior releases. When the APTARE Technical Services receives a status update on an enhancement request, the Customer will be updated with the status.

Note: An “enhancement request” is a request. There is no guarantee that a specific enhancement request will be implemented in a future version of APTARE’s products. APTARE, at its discretion, may determine that certain enhancements to functionality in the product may be offered for an additional charge or as a chargeable option.

- e. Response Levels.** The response level is determined by the priority level assigned to the support case. The APTARE Technical Services shall use commercially reasonable efforts to respond to a case based on the priority level. Response times begin once a case is opened by APTARE Technical Services and will continue during Business Hours until the case is closed.

Severity Level	Response Time
Severity 1	2 hours
Severity 2	4 hours
Severity 3	8 hours
Severity 4	24 hours

- f. Release Definitions and Support Timeframes.** From time to time APTARE will release new versions and updates to the Software as follows:
- (i) Major Release** means generally released Software products (a) that have been substantially recoded and enhanced to add extensive, new functionality from their earlier versions to constitute new or substantially improved products; or (b) that have been ported, in whole or significant part, from existing supported platforms to substantially different platform(s). Major Releases are generally identified by a change in the digit(s) to the left of the tenths digit [(X).x.x] (i.e.-1.0.1, 2.0.1, 3.0.1), but may also be given new names and re-sequenced numbering.
 - (ii) Minor Release** means generally released improvements made to Software includes any significant change or addition that: (a) adds significant new functionality, or significantly improves operations, quality, functional capability, and/or performance by significant changes in system design or coding; and (b) does

not qualify as Major Release. Upgrades are typically identified by a change in the tenths digit [x.(X).x] (i.e.-1.1.0, 1.2.0, 1.3.0).

- (iii) **Maintenance Release** means generally released functional and/or feature improvements made to Software that may include substantially numerous: (a) corrections of bugs, errors, malfunctions, or other nonconformities; and/or (b) minor improvements in operational performance, quality and/or functional capability. Updates are typically identified by a change in the digit(s) to the right of the tenths digit [x.x.(X)] (i.e.-1.0.1, 1.0.2, 1.0.3).
- (iv) **Major Release Support Timeframe.** APTARE supports the current release version of the Software. Upon APTARE issuing a Major Release of the Software, with a release number of one Major Release version higher than that of the Customer's deployed version, APTARE will support the Customer's deployed version for a period not less than twelve months from the date that APTARE made the Major Release generally available.
- (v) **Minor Release Support Timeframe.** Upon APTARE issuing an Minor Release of the Software, with a release number of one Minor Release version higher than that of the Customer's deployed version, APTARE will support the Customer's deployed version for a period not less than six months from the date that APTARE made the Minor Release generally available.

g. Self Help Support.

APTARE hosts a variety of resources such as tech notes, downloadable patches and documentation for our customers, accessible via login only at http://aptare.com/customer_login. Customers can also search our online documentation at http://aptare.com/online_documentation_TOC/

- 3. **Professional Services.** Professional Services consist of ProLaunch Services, On Demand Services, Training and Project Based Services and do not include: (i) Warranty and Global Support Services and Maintenance; or (ii) Enhancements or customized changes to the Software except as stated in a Statement of Work.
 - a. **ProLaunch Services.** Customer may purchase APTARE's ProLaunch Services, as listed on the price list, for the installation, configuration, verification and tuning of the Software as described more fully in the APTARE ProLaunch Delivery Plan therefore a Statement of Work is not required for these Professional Services.
 - b. **Services on Demand.** A Customer may purchase from APTARE Services on Demand, as listed on the price list, which consist of purchasing, in advance, a block of time for an APTARE consultant to perform Professional Services. A report of the Services on Demand performed and time consumed will be provided periodically. Services on Demand do not provide for specific deliverables therefore, a Statement of Work is not required for these Professional Services.
 - c. **Training Services.** Customers may purchase training from APTARE, as listed on the price list.
 - d. **Project Based Professional Services.** A Customer may purchase Project Based Services from APTARE as the parties agree in a Statement of Work ("**SOW**") signed by the parties and governed by these Program Services. The SOW includes a description of the tasks to be performed ("**Fixed Price SOW**") or total hours purchased ("**Time & Materials SOW**"), deliverables, schedule for performance, fees and milestone payments and such other terms as the parties deem appropriate. In the event the terms of the SOW and the Program Services conflict, the terms in the SOW will prevail. Changes to an applicable SOW will be made in accordance with the Change Control Process included in the applicable SOW.

B. Terms and Conditions.

- 1. **Availability of Services.** Services are performed during Business Hours in the time zone of the APTARE personnel is assigned. Professional Services are scheduled at a mutually agreed upon time a minimum of 5 business days prior to the expected Services date. Services to be performed during weekends, holidays or off-hours, or in a different time zone for more than two consecutive days, will be scheduled in advance and upon mutual agreement between the parties.
- 2. **Resumption of Services.** If, at any time, Professional Services are suspended, a minimum of 10 business days' prior notice is required to resume the Professional Services.
- 3. **Delivery of Services and Travel.** All Services are performed remotely through a VPN, GoToMeeting or similar tool. If travel is required, as the parties agree, Customer will reimburse APTARE for expenses and plus 50% of the travel time of the APTARE personnel ("**Travel Expenses**").

4. APTARE will not perform Services in excess of the term of the **Global Support Services and Maintenance** purchased, the pre-paid amount of Professional Services or as described in the SOW. ProLaunch Services and Services on Demand not used within 1 year of the invoice date for such Services expire and are forfeited ("**Expiration Date**").
5. **Completion and Acceptance.** Upon completion of Professional Services or in the case of a SOW the completion of an applicable milestone, APTARE shall send electronic notification of completion to the Primary Contact. Customer shall have 10 days to provide APTARE written documentation of all incomplete Professional Services or the dispute is waived and Professional Services are accepted.
6. **Customer Responsibility.** Customer acknowledges and agrees the success and scheduling of the Services depends substantially on the participation of Customer staff. Any delay caused by unavailability of scheduled Customer resources or failure to notify APTARE of any previously known issues or scheduled activities that could reasonably be expected to impact the Service schedule are the Customer's responsibility. Further, any such delays may increase the cost or duration of providing Professional Services
7. **Primary Contact.** Customer will designate a Primary Contact to act as Customer's authorized point of contact who is authorized to make all required decisions and approval and has business and technical knowledge to provide information and resources in a timely and professional manner as needed by APTARE to perform the Service and who has expertise in Customer's business requirements, operating standards, such as change control, network configuration, naming conventions, and password/security policies; and to coordinate scheduling and who is readily available as and when required by APTARE for the duration of the Services. Customer will promptly replace a Primary Contact at APTARE's reasonable request. APTARE will also designate a Primary Contact or may perform Services using other employees or contractors who may be changed at any time.
8. **Customer Responsibility.** Customer will: (i) enable appropriate access to Customer's management, staff, facilities and resources for APTARE to perform the Services; (ii) provide remote access, as necessary, to the APTARE StorageConsole servers via Virtual Private Network (VPN); (iii) promptly respond to APTARE requests, particularly concerning data, documentation, and attendance; (iv) provide documentation detailing current Storage System(s), Host Server(s), Application(s), or Software version(s) to be included in the Services; (v) have access to host systems, storage arrays and networks involved including username/passwords, admin privileges, firewall ports and HBA utilities as necessary; (vi) ensure that the systems and software with which the Data Collector or agent interfaces in order to collect data (e.g. host, array manage software, backup products, third party volumes managers, operating systems etc.) are certified and supported per the APTARE Certified Configurations Guide; (vii) have valid licenses for all software used for performing the Services including permitting APTARE use of the software to perform the Services, (viii) ensure that all systems and hardware that the Software interfaces with or resides on is in compliance with the APTARE Documentation, including license restrictions, and (ix) ensure all systems have up to date and restorable backups of the systems and software which interface with the Service such as the hosts applications, storage arrays, operating systems etc.
9. **APTARE'S Limited Services Warranty.** APTARE warrants Services will be performed by APTARE or its contractor in a good and workmanlike manner in material conformity with industry standards and the description of the Service Program. Customer is responsible for backing up or otherwise protecting data at all times. APTARE's sole obligation and Customer's sole remedy will be to re-perform nonconforming Services of which Customer notifies APTARE in writing within 10 days of the affected Services being performed or the applicable Warranty Period. The limited warranties are made to Customer as the user of the Software only and may not be passed on or otherwise assigned or transferred.
10. APTARE is not liable for: (i) hardware related issues including validating compliance with Documentation; (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; (vi) changes or upgrades made to third party hardware or software (including changes to the server environment on which the Software reside); or (v) lost or damaged data.
11. **Termination.**
 - a. **Termination and Suspension.** Either Party may terminate Services upon written notice to the other party if: (i) the breaching party fails to cure a material breach within 10 days from receipt of the non-breaching party's notice detailing the breach; (ii) any agreement between the parties is terminated for any reason; or, (iii) if

the other party: (A) becomes insolvent; (A) makes an arrangement with its creditors generally; (C) becomes (or its properties become) the subject of any insolvency, bankruptcy or similar proceeding which is not dismissed within 60 days; (D) goes into liquidation; or (E) otherwise ceases to function as a going concern. Notwithstanding, APTARE may suspend performance of Services until Customer cures any breach of this Agreement or SOW or pending approval of a Statement of Work.

- b. Effect of Termination.** Upon expiration or termination for any reason of Service or a SOW, APTARE no longer has any responsibility or liability to perform the Services. Except in the case of uncured material breach by APTARE, Customer's obligations to pay all fees and costs for the Services and deliverables are accelerated and due and payable as of and through the effective date of termination. In the event of termination due to an uncured material breach by APTARE, Customer shall promptly pay for all Services performed and deliverables delivered, as of the effective date of termination. Within 30 days after the termination or expiration of Services, each party will return to the other all of the other party's Confidential Information and Customer will stop using the Software and Documentation unless the license agreement then in effect permits continued use. Sections B.11(c), B.12 through B.17, inclusive, survive expiration or termination for any reason.
- 12. Fees and Payment.** Customer will pay APTARE the then current non-refundable fees for the Services, in advance, except as otherwise stated on a SOW, and Travel Expenses within 30 days of the date of APTARE's invoice without set off or deduction. Fees may be changed from time to time which change is effective in the renewal term for Global Support Services and Maintenance and for Professional Services purchased after the effective date of the change. APTARE will use reasonable efforts to notify Customer of any fee changes at least 30 days prior to the effective date of such change.
- 13. Confidential Information.**
- a. Confidential Information** means any information, including but not limited to all code, inventions, algorithms, know-how, ideas, and all other business, technical, and financial information a party obtains from the other party that is marked as "Confidential" or some other label indicating its confidential nature. Software and the material financial terms are Confidential Information of APTARE even if not marked "Confidential." Intangible information will be identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing no later than 7 days thereafter. Notwithstanding the foregoing, the failure of either party to designate any tangible or intangible information as Confidential Information shall not give the other party the right to treat such information as free from the restrictions imposed by this Agreement if the circumstances would lead a reasonable person to believe that such information is Confidential Information.
- b. Generally.** Each party agrees that Confidential Information disclosed by a party ("Disclosing Party") will be considered the Confidential Information of the Disclosing Party. The party receiving Confidential Information ("Recipient") will hold the Disclosing Party's Confidential Information in confidence, and will treat the Disclosing Party's Confidential Information with the same degree of care taken to protect its own similar Confidential Information but in no event with less than reasonable care. Recipient further agrees to limit disclosure of Confidential Information to those of its officers, directors, employees, contractors, agents and professional advisors who have a need for such information and who are bound by a similar obligation of confidentiality. Each party's standard employee agreement covering Confidential Information issues will satisfy this requirement with respect to its officers, directors and employees.
- c. Exceptions.** Notwithstanding the foregoing, the Recipient will not be required to protect or hold in confidence any information which: (i) becomes publicly known through no wrongful act or omission of the Recipient; (ii) was previously disclosed by Disclosing Party to Recipient without obligation of confidentiality; (iii) becomes known to the Recipient, without confidential restriction, from a third party whom the Recipient has no reason to believe is under any obligation of confidentiality with respect to such information; (iv) is approved by the Disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized officer of the Disclosing Party; (v) is independently developed by the Recipient without use of the Disclosing Party's Confidential Information.
- d. Required Disclosures.** Disclosure of Confidential Information will not be precluded by this Section if such disclosure is: (i) necessary to establish rights or obligations under any Service Program (subject to the Recipient's obligation at Disclosing Party's expense to make a good faith attempt to obtain a protective order prior to such disclosure); or (ii) required by law or regulation or in response to a valid order of a court or other governmental body of a country or political subdivision thereof, provided that the Recipient notifies the Disclosing Party of such order on a timely basis and if possible prior to such disclosure.

- e. **Injunctive Relief.** Each party may seek injunctive relief for a breach of the obligation of Confidentiality. Additionally, Customer acknowledges that the Software contains APTARE's trade secrets the disclosure of which would cause substantial harm to APTARE that could not be remedied by the payment of damages alone. Accordingly, APTARE will be entitled to preliminary and permanent injunctive relief without the need to post bond in addition to all other legal and equitable remedies.

14. Intellectual Property Rights.

- a. **Ownership.** APTARE and its licensors own and retain all rights, title and interests in and to all Software, Services, Training Materials, and Deliverables such as: documentation, tools, routines, programs, designs, technology, ideas, know-how, processes, formulas, techniques, improvements, discoveries, data, improvements inventions and works of authorship which are used, made, developed, conceived or reduced to practice by APTARE or its contractors in performing the Services including without limitation, all copyrights, trademarks, trade names, patent rights, trade secrets and other intellectual property and proprietary rights and all derivatives thereof and all feedback, suggestions, comments and input provided to APTARE (in any form) as to the Software, Services, Training Materials and Deliverables except to the extent expressly licensed to Customer under the applicable license agreement or in Section 14(b).
- b. **Right of Use.** APTARE grants Customer a non-exclusive, royalty free, nontransferable, limited, personal license (without right to sublicense) to use: (i) deliverables provided under a Statement of Work or as a result of performing the Services only to obtain the benefit of the Services without any right to copy, modify, distribute or otherwise use such deliverables or remove any copyright notices or other markings and proprietary notices placed or embedded by APTARE therein except as APTARE permits in writing; (ii) and copy Training Materials only as needed for training in the use of the Software. All copies of Training Material will include copyright notices, other markings and proprietary notices.

- 15. Disclaimer.** APTARE DOES NOT, AND CANNOT, WARRANT THAT THE SOFTWARE, SERVICES, TRAINING MATERIALS OR DELIVERABLES WILL MEET CUSTOMER OR AN END USER'S REQUIREMENTS OR THAT OPERATION OF SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE. APTARE IS NOT LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE OF ANY SOFTWARE OR SERVICES WHETHER OR NOT DUE, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ANY CONTINGENCY, DELAY, FAILURE OR CAUSE OF ANY NATURE BEYOND ITS REASONABLE CONTROL. CUSTOMER (AND ITS END USERS) ARE SOLELY RESPONSIBLE TO BACKUP AND OTHERWISE PROTECT ALL OF THEIR DATA, HARDWARE, SOFTWARE AND SYSTEMS. APTARE IS NOT RESPONSIBLE OR LIABLE FOR LOSS OR DESTRUCTION OF DATA. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR THE APPLICABLE DOCUMENTATION, APTARE DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IN SUCH CASE, THIS PROVISION SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW.

- 16. Limitation of Liability.** IN NO EVENT WILL APTARE, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS OR LICENSORS OR AFFILIATES, BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (A) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS OR GOODWILL, LOSS OF USE OF OR DESTRUCTION OF DATA, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, AND (B) DAMAGES, IN THE AGGREGATE, IN EXCESS OF AMOUNTS PAID TO APTARE FOR THE SERVICE GIVING RISE TO SUCH DAMAGES, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF APTARE OR AN APTARE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

- 17. General.** The parties are independent contractors and will not establish any relationship of partnership, joint venture, employment, franchise, or agency. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Any notice required to be given hereunder shall be given in writing at the address of each party set forth above, or to such other address as either party may substitute by written notice to the other. These Terms and Conditions for the Services Programs and any dispute related to the Services shall be governed in all respects by the laws of California. The prevailing party in any action hereunder is entitled to recover its reasonable attorneys' fees and costs.

Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies hereunder will be without prejudice to its other remedies hereunder or as provided in law or equity. These Terms and Conditions for the Services Programs represents the entire agreement between APTARE and Customer with respect to the subject matter, and all prior negotiations, understandings, representations and/or agreements of the parties relating to the subject matter hereof, whether oral or written, are merged herein and superseded in their entirety. Neither party will bring a legal action more than 2 years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation. Other than payment obligations, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation strikes, shortages of supplies, riots, war, earthquake, fire, epidemics, criminal or malicious acts of third parties, failure of utilities or common carriers. Customer will not assign or otherwise transfer any rights or responsibilities (by operation of law or otherwise) hereunder or under any SOW without APTARE's prior written consent. APTARE may assign all or part of these Terms and Conditions or its rights or obligations under any SOW without Customer's approval. These Terms and Conditions bind and inure to the benefit of the successors and permitted assigns of the parties. APTARE's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights. In the event that any of these Terms or Conditions become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, all remaining terms shall remain in full force and effect.