

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7455244

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AMMUNITION, LLC	09/27/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	INNOVX GROUP LLC
<b>Street Address:</b>	PO BOX 7270
<b>City:</b>	LAGUNA NIGUEL
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92607
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29738661
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)943-8358
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	9499438300
<b>Email:</b>	jreihl@fishiplaw.com
<b>Correspondent Name:</b>	ROBERT D. FISH
<b>Address Line 1:</b>	2603 MAIN STREET
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<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614
<b>ATTORNEY DOCKET NUMBER:</b>	103534.0002DES
<b>NAME OF SUBMITTER:</b>	ROBERT D. FISH
<b>SIGNATURE:</b>	/Robert D. Fish/
<b>DATE SIGNED:</b>	07/27/2022
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 10</b>	
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## PATENTED OR PATENTABLE PRODUCT DESIGN AGREEMENT

THIS PATENTED OR PATENTABLE PRODUCT DESIGN AGREEMENT (this "Agreement") by and between **InnoVx Group LLC and/or its assigned entities**, a California limited liability company ("**INNOVX**"), and **Ammunition, LLC**, a California limited liability company ("**Ammunition**"), is entered into on 9/27/2018 4:52:42 PM PDT 2018 (the "**Execution Date**") to be effective as of 9/27/2018 4:52:42 PM PDT, 2018 (the "**Effective Date**"). INNOVX and Ammunition are referred to herein individually as a "Party" and, collectively, as the "Parties".

WHEREAS, Ammunition has agreed to develop the following Patentable Designs (as defined below) for INNOVX in conjunction with [business description]; and, in consideration of such Patentable Designs and Ammunition's rights therein, INNOVX has agreed to pay Ammunition three percent (3%) of the net sales of certain products incorporating such designs (as calculated under Section 2.1 below) and advanced to Ammunition two hundred and forty thousand dollars (\$240,000) of such payment. The timing and terms of the advance payment to be defined in the SOW.

WHEREAS, The Parties desire to enter into a separate Master Services Agreement concurrently with the Parties execution of this Agreement in the form attached hereto as Exhibit B (the "**MSA**") to govern the strategic services provided in support of the Products covered by this Agreement.

### SECTION 1: ENGAGEMENT AND PERFORMANCE

1.1 Patentable Product Design; Deliverables. Subject to the terms of this Agreement, Ammunition will develop the patented or patentable product design(s) described in one or more Statement of Works executed by the Parties in the form of Exhibit A attached hereto (each, an "**SOW**"), to a final, mutually agreed upon, industrial design concept, ready for final engineering development by INNOVX and/or its contracted manufacturer (each such design, a "**Patentable Design**"), for utilization with INNOVX's product(s) (each, a "**Product**"). During the development process, Ammunition will provide to INNOVX sketches, soft models, renderings, artwork, presentation materials, and appearance models of such Patentable Design (such interim work product, the "**Work Product**") as reasonably required by INNOVX in pursuit of an accepted final concept of such Patentable Design. If INNOVX accepts in writing the final concept of such Patentable Design, then Ammunition will provide to INNOVX color, finish and material documentation (CMF) and 3D CAD files initially engineered for production mechanical feasibility with respect to the single, accepted final Patentable Design along with such other deliverables that are specifically set forth in each SOW (collectively, the "**Deliverables**") no later than 30 days following acceptance by INNOVX.

1.2 Strategic Services. Following INNOVX's written acceptance (if any) of the final Patentable Design and all Deliverables, upon written request by INNOVX Ammunition will agree to perform, on a fee for services basis pursuant to the terms of the MSA to be entered into between the Parties concurrently with the execution of this Agreement in the form of Exhibit B attached hereto, the following strategic services with respect to each Product that incorporates the Deliverables: design commercialization, design program management, packaging design, minor updates, and the other design work and services, as expressly specified in the applicable Statement of Work executed by the Parties and attached to the MSA. All such services will be performed pursuant and subject to the terms of the MSA and such Statement of Work, and INNOVX will compensate Ammunition for providing such services as set forth in such Statement of Work.

### SECTION 2: COMPENSATION

2.1 Ongoing Payments. In consideration of the transfer of all of Ammunition's Proprietary Rights (as defined in Section 6.1 below) in, to and under the final accepted Patentable Design(s) (as defined in Section 1.1), for each existing and future Product that utilizes the Deliverables and is commercially sold by or on behalf of INNOVX, INNOVX will pay to Ammunition an amount equal to three percent (3%) of Net Sales (as defined below) (each, an "**Ongoing Payment**", and, collectively, the "**Ongoing Payments**"). Ongoing Payment (and Net Sales) calculations will be calculated separately for each Product on a per unit sold basis, per calendar quarter. Except with respect to reimbursements for certain expenses as set forth in Section 2.2 below, Ammunition agrees that the Ongoing Payments shall be the sole compensation payable to Ammunition for its performance hereunder.

a. As used herein, "Net Sales" means the total of all gross amounts directly invoiced or charged to third parties including, without limitation, dealers, distributors, wholesalers, consumers and licensees, and actually received by INNOVX and/or its assigns from the sale, license or other transfer of a Product by or on behalf of INNOVX, reduced by actual returns, rebates and discounts. For clarity, (i) new versions of any Product will be deemed a distinct "Product" for all purposes of such calculation and (ii) each "Product" shall include all updates to such Product and all color offerings of such Product, as well as other custom designed editions of such Product (provided that, for clarity, the phrase "updates" does not include Products that require any material mechanical modifications or any new tooling for manufacturing).

b. Except as provided in Section 2.1e below, Ongoing Payments shall be due and payable hereunder to Ammunition with respect to each Product for so long as such Product is being commercially sold by INNOVX (or its successors or assigns) in perpetuity, notwithstanding any termination or expiration of this Agreement.

c. INNOVX will pay the Ongoing Payments to Ammunition on or before the thirtieth (30th) day following the end of each calendar quarter for so long as the applicable Product is being commercially sold. Simultaneously with each such payment, INNOVX shall deliver to Ammunition reasonably detailed written information for the payment period covered, including a summary in reasonable detail of the basis of the calculation of such payment (the "Calculations"). All payments under this Agreement will be made in United States Dollars via check or by wire transfer of immediately available funds as may be specified by Ammunition.

d. INNOVX will prepare and maintain, in a manner which will enable Ammunition's accountants to audit the same, complete and accurate books of account and records covering the Calculations. Ammunition and its representatives will have the right, during regular business hours and upon reasonable notice, to audit the books and records as they relate solely to INNOVX's obligations under this Agreement, at Ammunition's sole cost; provided that Ammunition may not audit such books and records more than once every twelve (12) months unless any such audit finds an underpayment greater than 5% of any Ongoing Payment, in which case Ammunition may choose to audit up to two (2) times in the subsequent twelve month period. If any such audit finds an underpayment of any Ongoing Payment greater than 5% of all Ongoing Payments payable hereunder with respect to the payment period(s) so audited, INNOVX will reimburse Ammunition for the reasonable costs and expenses of such audit.

e. In the event that (1a) INNOVX enters into a bonafide agreement to sell all or substantially all of its assets to a third party, or (1b) INNOVX, its owner(s), or member(s) enter in to a bonafide agreement to sell a controlling interest in the equity or membership interests in INNOVX to a third party, and (2) the third party wishes to terminate the Ongoing Payment obligation as part of its transaction with INNOVX or its shareholders or members, Ammunition agrees that its Ongoing Payments may be terminated upon payment to Ammunition of a lump sum equal to 3% of all amounts paid to INNOVX and or its shareholders. Net of any broker and/or legal fees paid for by InnOvX to negotiate and complete the transaction.

2.2 Expenses. INNOVX will reimburse Ammunition, within thirty (30) days after the date of Ammunition's invoice, for all costs and expenses actually incurred by Ammunition to the extent described in the SOW or approved in writing by INNOVX ("Reimbursable Expenses"): (i) in the course of designing any Patentable Design or providing the Work Product or Deliverables for any accepted Patentable Design; (ii) for travel and lodging related to the development of any Patentable Design; and (iii) any other expenses related to the development or delivery of any Patentable Design, in each case, whether incurred before or after INNOVX's acceptance of the applicable Patentable Design and whether or not such Patentable Design is accepted by INNOVX.

2.3 Ongoing Payment Advance. INNOVX will pay Ammunition an advance on the Ongoing Payments equal to \$240,000 in order to engage Ammunition in the Patentable Design as set forth above (the "Advance"). INNOVX shall recoup the Advance by offsetting all amounts due under the Ongoing Payments otherwise payable to Ammunition solely with respect to the Sleep and Meditation Electronic Hardware Device Deliverables under Section 2.1 (the "Sleep and Meditation Electronic Hardware Device Ongoing Payments") until the Advance is repaid in full, beginning with the date of the first commercial sale of any Product that utilizes Sleep and Meditation Electronic Hardware Device Deliverables (such date, the "Initial Recoupment Date"). If the full Advance is not

recouped in full on the 12 month anniversary of the Initial Recoupment Date, INNOVX will forego any further right to collect or recoup the Advance after such 12 month anniversary.

### **SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP**

3.1 Nature of Relationship. Ammunition is an independent contractor, not an employee, agent, franchisee or representative of INNOVX, and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. Ammunition shall not hold itself out in any other capacity, and shall not create or assume any obligation on behalf of INNOVX without the express prior written approval of INNOVX. As between the parties, Ammunition is solely responsible for the employment, direction and control of its employees.

### **SECTION 4: CONFIDENTIAL INFORMATION**

4.1 Confidential Information. Each Party acknowledges that information received by the other Party relating to such other Party, whether or not marked confidential, that is not generally known or readily ascertainable to the public including, without limitation, information regarding the other Party's performance of its obligations hereunder or the other Party's finances, assets, plans, designs, models, sketches, renderings, artwork, materials, marketing, legal affairs, customers, prospects, vendors, employees, products, services, programs, techniques, technology, ideas, inventions, research, testing, contracts, opportunities, methods, procedures, know-how, trade secrets and other activities, that become known to such Party through disclosure, observation or otherwise (collectively, "Confidential Information") constitutes valuable proprietary and confidential information of the other Party. Furthermore, INNOVX may provide Ammunition such information of third parties where INNOVX is under an obligation to the third parties to maintain the confidential nature of the information. Such information from third parties shall also be considered and treated as Confidential Information of INNOVX under the terms of this Agreement. Each Party acknowledges that disclosure of the other Party's Confidential Information other than as allowed under this Agreement could cause irreparable harm to such other Party.

4.2 Limitation on Use. During and for a period of three (3) years after the term of this Agreement, each Party will maintain Confidential Information of the other Party in the strictest confidence, at a minimum using the measures that such Party uses to protect the confidentiality of its own similar proprietary information, and in any event no less than such measures as a reasonable and prudent business or person would take under the circumstances to protect such information. Each Party will use Confidential Information of the other Party solely for purposes related to performance of such Party's obligations under this Agreement and disclose such Confidential Information only to those with a need to know the information for purposes related to the performance of such Party's obligations under this Agreement and who are bound by confidentiality obligations at least as restrictive as those of this Agreement. Each Party shall not otherwise use, disclose, reproduce, or transfer Confidential Information of the other Party, directly or indirectly, for any other purpose.

4.3 Exclusions. Confidential Information does not include any information that a Party can conclusively prove: (a) was in or entered the public domain through no fault of such Party; or (b) is communicated to such Party by a third party legally entitled to make such a disclosure without violation of any obligation of confidence. Ammunition shall also be allowed to showcase images, photos or renderings of the designs generated for INNOVX that are not Confidential Information of INNOVX on Ammunition's website for marketing purposes only with INNOVX's prior, written approval, such approval not to be unreasonably withheld.

4.4 Required Disclosure. Should either Party be required to disclose Confidential Information of the other Party pursuant to a valid order of a court or any other government body or any political subdivision, or pursuant to any other legal requirement, such Party shall promptly notify the other Party of the required disclosure and reasonably cooperate with the other Party at the other Party's sole expense (including attorneys' fees and costs) to minimize or prevent the disclosure.

## SECTION 5: RIGHT OF FIRST REFUSAL

5.1 Right of First Refusal. For a period of 3 years from the Effective Date, Ammunition will have the right of first refusal to provide Patentable Designs with respect to any new Product developed by INNOVX in conjunction with Sleep and Meditation Electronic Hardware Devices including any new version of earlier Products ("Future Products").

INNOVX will present written notice to Ammunition regarding any contemplated Future Products (a "Future Products Notice"). Each Future Products Notice will include, at a minimum, a summary or brief of the requested product including feature and functional specification, go to market timeline, pricing and channel strategy.

Ammunition will have fifteen (15) days following Ammunition's actual receipt of any Future Products Notice to accept or reject the project outlined in the Future Products Notice, in which case email shall be sufficient. Ammunition's failure to accept any Future Products Notice in writing within such period shall be deemed a rejection of the offer by Ammunition.

## SECTION 6: OWNERSHIP OF DELIVERABLES

6.1 Ownership. As between Ammunition and INNOVX, the final accepted Patentable Design(s) and related Work Product and Deliverables will be the exclusive property of INNOVX. For purposes of clarity, if INNOVX does not accept any Patentable Design, then Ammunition shall retain, and be the sole owner, of all rights and interests in such Patentable Design and any Work Product or Deliverables related thereto. Ammunition hereby assigns to INNOVX, without separate compensation, all of Ammunition's right, title and interest in and to the final accepted Patentable Design(s) and related Work Product and Deliverables together with all associated United States and foreign patents, copyrights, trademarks, trade secrets and other proprietary rights of Ammunition, including, without limitation, the rights of registrations and renewal (collectively, the "Proprietary Rights"). In addition, Ammunition hereby waives and releases any and all moral rights and rights of restraint that Ammunition may possess in or to any such final accepted Patentable Design and related Work Product and Deliverables. INNOVX shall have no obligation to use any of the Deliverables, and all decisions as to the use of the Deliverable shall be solely at the discretion of INNOVX. Notwithstanding anything in this Agreement to the contrary, Ammunition is not being engaged to provide, and Ammunition is not responsible or liable for, any trademark or other legal clearance with respect to the Proprietary Rights.

6.2 Perfection of Rights. Ammunition will, at INNOVX's expense, take all actions reasonably necessary during and after the term of this Agreement and reasonably requested by INNOVX for the implementation of this Section 6 or to evidence, perfect or protect INNOVX's ownership of the Deliverables and any associated proprietary rights (including, without limitation, the execution, acknowledgment and delivery of instruments of conveyance, copyright, patent, trademark or other proprietary right registration applications or other documents).

6.3 Pre-Existing Intellectual Property. Ammunition will not knowingly use any pre-existing intellectual property including, but not limited to, any trade secret, invention, work of authorship, mask work or protectable design that has already been conceived or developed by anyone other than INNOVX in the final accepted Patentable Design(s) or related Deliverables, unless Ammunition has the documented right to use the intellectual property for INNOVX's benefit. If Ammunition is not the owner of such pre-existing intellectual property, Ammunition, at its sole cost and expense, will obtain from the owner any rights necessary to enable Ammunition to comply with this Agreement. If Ammunition uses any of its pre-existing intellectual property in connection with this Agreement, Ammunition hereby grants to INNOVX a non-exclusive, royalty-free, transferable, worldwide, perpetual license to make, have made, sell, use, reproduce, modify, adapt, display, distribute, make other versions of and disclose the property and to sublicense others to do these things to the extent necessary to use the final accepted Patentable Design(s) or related Deliverables for the intended purposes. Ammunition shall give INNOVX notice immediately if at any time Ammunition knows or reasonably should know of any third party claim to any intellectual property provided by Ammunition as part of the final accepted Patentable Design(s) or related Deliverables, or its agents or subcontractors, pursuant to this Agreement.

## **SECTION 7: TERM AND TERMINATION**

7.1 Term. This Agreement shall be in effect commencing on the Effective Date and continuing for a period of three (3) years and will automatically renew for an additional three (3) years, unless notified 30 days in advance by either party or terminated earlier in accordance with this Agreement.

7.2 Termination. This Agreement may be terminated: (i) by either Party in the event of a material breach by the other Party, if such breach remains uncured for thirty (30) days following written notice thereof; or (ii) by either Party in the event voluntary or involuntary insolvency proceedings are sought or instituted against the other Party, which proceedings are not discharged within sixty (60) days after the commencement thereof, either of which shall be considered termination "for cause". In addition, either Party may terminate this Agreement for any reason, with or without cause, upon sixty (60) days written notice to the other Party. Should INNOVX terminate this Agreement for convenience, INNOVX will reimburse Ammunition all Reimbursable Expenses reasonably incurred through the effective termination date.

7.3 Rights Upon Termination. If this Agreement is terminated by Ammunition while any Patentable Design is in progress, except as provided in Section 7.4, INNOVX and Ammunition agree that all right, title and interest to concepts of such Patentable Design and any related Work Product or Deliverables conceived or developed by Ammunition alone or with others in connection with this Agreement as of the date of termination will be owned by INNOVX should they choose the Purchase Option as outlined in Section 7.4, and Ammunition shall have no indemnity or other liability with respect to any such deliverables whatsoever. INNOVX's payment obligations under Section 2.1 with respect to any Patentable Designs accepted by INNOVX after the effective date of termination shall also terminate.

7.4 Purchase Option. If this Agreement is terminated by INNOVX for "cause" (as defined in Section 7.2) while any Patentable Design is in progress, upon INNOVX's written election delivered to Ammunition no later than thirty (30) days after termination INNOVX may purchase, and Ammunition will sell to INNOVX, all right, title and interest to concepts of such Patentable Design and any related Work Product or Deliverables conceived or developed by Ammunition alone or with others in connection with this Agreement as of the date of termination. The purchase price in the event of INNOVX's exercise of its purchase option shall equal the non-discounted price for the work completed to date as of the termination consistent with the benchmarks and pricing contained in the SOW or SOWs then in progress. The parties expressly agree that, notwithstanding anything to the contrary set forth in this agreement, in the event that INNOVX and Ammunition consummate a transaction under this Section 7.4, the in progress Patentable Design, Work Product, Deliverables, or any other work in process included in the transaction is being delivered to INNOVX on an as-is basis and Ammunition shall have no indemnity or other liability whatsoever.

## **SECTION 8: WARRANTIES AND INDEMNITIES**

8.1 Professional Quality and Reasonable Efforts. Ammunition warrants that the final accepted Deliverables will be of professional quality and will be consistent with generally accepted design industry standards in the United States of America. Ammunition will use commercially reasonable efforts to satisfy its duties to provide the Deliverables described in this Agreement.

8.2 Specifications. Ammunition warrants that the final accepted Deliverables will conform to the specifications mutually agreed upon by the Parties in writing. Ammunition agrees to promptly correct, at no further charge to INNOVX, all errors, non-conformities or other defects in any such Deliverables, of which INNOVX notifies Ammunition in writing prior to final acceptance by INNOVX.

8.3 Third Party Rights. Ammunition represents and warrants that the final accepted Deliverables will not, to Ammunition's actual knowledge, infringe upon or violate in any respect the intellectual property rights of any third party.

#### 8.4 Indemnification.

a. Subject to the terms of this Section 8, Ammunition will defend, indemnify and hold harmless INNOVX and its officers, directors, employees, agents and owners from and against any and all losses, claims, damages, liabilities, obligations, costs and expenses (including reasonable attorneys' fees) (collectively, "Claims") arising from or based upon (i) any breach of Ammunition's representations, warranties or other obligations set forth in this Agreement or (ii) any claim caused by Ammunition's gross negligence or willful misconduct in the performance of its obligations under this Agreement.

b. INNOVX will defend, indemnify and hold harmless Ammunition and its officers, directors, employees, agents and owners from and against any and all Claims arising from or based upon (i) any materials, instructions, information or specifications provided by INNOVX or (ii) any Claim by any third party that any Product that utilizes any Patentable Design infringes upon such third party's patent or other intellectual property rights, except to the extent that such a Claim arises out of any breach by Ammunition of its representations or warranties set forth in this Agreement.

8.5 Certain Limitations on Ammunition Liability. Notwithstanding anything in Section 8.4 or elsewhere in this Agreement to the contrary, the Parties expressly agree that Ammunition will have no indemnity or other obligation hereunder related to or arising from (i) modification of any Deliverables by INNOVX or other parties other than Ammunition to the extent any alleged intellectual property rights infringement or other claim would have been avoided but for such modification, (ii) use of any Deliverables in combination with other products or components wherein the combination causes any alleged intellectual property rights infringement or other claim and such combination was not reasonably anticipated by Ammunition, (iii) use of any Deliverables where any alleged intellectual property rights infringement or other claim could have been avoided in a commercially reasonable manner by use of subsequent Deliverables, or (iv) any Deliverables provided in accordance with any specifications provided by INNOVX.

8.6 Procedure for Indemnification. No right to indemnification under this Section 8 shall be available to an indemnified Party with respect to a third party claim unless: (i) such indemnified Party shall have given to the indemnifying Party a written notice describing in reasonable detail the facts giving rise to the claim for indemnification hereunder (and enclosing a copy of any papers served), promptly upon the indemnified Party becoming aware of such facts; and (ii) the indemnified Party permits the indemnifying Party to defend, compromise or settle any such suit or claim and gives the indemnifying Party all available information, reasonable assistance and authority to enable the indemnifying Party to do so. In the case of a lawsuit being filed against any indemnified Party, "promptly" shall mean as soon as practicable but in no event later than fifteen (15) calendar days after the indemnified Party is served with notice of the suit. The failure to promptly notify the indemnifying Party shall not relieve the indemnifying Party of any liability that it may have to the indemnified Party except to the extent that the indemnifying Party is actually prejudiced by such failure. Nothing herein shall restrict the indemnified Party's right to participate in the defense of the claim or suit, at its own expense, if it so elects.

8.7 WARRANTY DISCLAIMERS. ALL WORK PRODUCT IS ON AN "AS IS" BASIS, WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND. EACH PARTY EXPRESSLY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT.

8.8 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT: (I) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER OR RELATED TO THIS AGREEMENT IS LIMITED TO THE GREATER OF (a) THE AMOUNT ACTUALLY PAID OR PAYABLE BY INNOVX TO AMMUNITION UNDER THE APPLICABLE SOW AND (b) THE AMOUNT OF EACH PARTY'S APPLICABLE INSURANCE PROCEEDS ACTUALLY RECEIVED WITH RESPECT TO THE CLAIM; AND (II) NEITHER PARTY SHALL HAVE ANY LIABILITY UNDER OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF MADE AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.



## SECTION 9: OTHER PROVISIONS

9.1 Survival. Sections 2, 3, 4, 6, 7, 8 of this Agreement shall survive any expiration or termination of this Agreement indefinitely.

9.2 Assignment. Ammunition will not delegate performance of its obligations hereunder or assign all or any part of this Agreement, without the prior written consent of INNOVX, which consent shall not be unreasonably withheld; provided, however, that either Party may assign this Agreement without consent of the other Party to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction. This Agreement is binding upon the Parties, their heirs, successors and assigns and inures to the benefit of and is enforceable by the Parties and their successors and assigns.

9.3 Governing Law, Etc. This Agreement is governed by the laws of the State of California, without reference to any choice or conflict of law rules. Any dispute that may arise between the Parties that they are unable to resolve informally shall be brought only in the state and federal courts of competent jurisdiction located in San Francisco, California, and the Parties hereby irrevocably consent to the personal jurisdiction and venue of such courts. The prevailing party in any litigation or proceeding related to this Agreement shall be entitled to reimbursement of reasonable attorneys' fees and related costs from the party that did not prevail.

9.4 Headings. The headings of sections, paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections, paragraphs or subparagraphs.

9.5 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes any and all prior and contemporaneous agreements, of INNOVX and Ammunition relating to the subject matter hereof.

9.6 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. INNOVX and Ammunition agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

9.7 Intentionally Deleted.

9.8 No Waiver. The failure of either of the Parties to require or enforce strict performance of any provision of this Agreement or to exercise any of its right or remedies under this Agreement will not be construed as a waiver or a relinquishment to any extent of the Parties rights to assert or rely on any such provision, right or remedy in that or any instance; rather, the same will be and remain in full force and effect.

9.9 Notices. Any notice or other communication under this Agreement given by either Party to the other shall be in writing and delivered either (a) in person or by or certified mail (return receipt requested) or by reputable courier service, postage prepaid; or (b) by facsimile with a hard copy mailed or delivered as provided in (a) above unless first acknowledged received by the recipient in writing whether by facsimile or other means. Notice shall be effective upon actual receipt if delivered in person or three (3) days after mailing or transmittal. Notices shall be directed to the intended recipient at the address or facsimile number specified below its signature at the end of this Agreement. Either Party may from time to time change such address or number by giving the other party notice of such change in accordance with this section.

9.10 Publicity. Ammunition may use INNOVX's name, marks and public Deliverables and related materials for Ammunition's own promotional purposes.

9.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when executed or delivered, will be deemed to be an original, and all of which taken together will constitute one and the same instrument.

[Signatures on Following Page]

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:**

**Ammunition, LLC**

DocuSigned by:  
*Peter Rack*  
Signed: \_\_\_\_\_  
Name: Peter Rack  
Title: Managing Director  
Date: 9/27/2018 4:53:32 PM PDT

**INNOVX Group LLC**

DocuSigned by:  
*Gavin McCalla*  
Signed: \_\_\_\_\_  
Name: Gavin McCalla  
Title: Member/Owner  
Date: 9/27/2018 4:52:42 PM PDT

**Notice Information:**

Roundhouse One  
1500 Sansome Street  
San Francisco, CA 94111

Phone: (415) 632-1170  
Fax: (415) 632-1180

**Notice Information:**

PO Box 7270  
Laguna Niguel, CA 92607

Phone: 949-525-3344  
Fax: NA

**EXHIBIT A**  
**FORM OF STATEMENT OF WORK**

1. This Statement of Work ("SOW") shall be performed pursuant to the Patented or Patentable Product Design Agreement executed by **InnOvX Group LLC** ("Client" or "INNOVX") and **Ammunition, LLC** ("Company" or "Ammunition") effective as of 9/27/2018 4:52:42 PM PDT, 2018.

2. This SOW incorporates by reference the document dated September 27, 2018, entitled **Leleh: Hardware Product Design and Development**.

The performance of the Company's obligations pursuant to this SOW and the obligations of Client to assist Company shall conform to the goals and objectives stated in the Proposals. In the event of a conflict between this SOW and the Proposal, the terms of the Proposal shall control.

3. Company and Client agree that the performance of the Company's obligations pursuant to this SOW shall be provided in multiple Phases as outlined in the Proposals as "Phases". A "Phase" as defined in the Proposals shall mean a "Phase" as defined by this SOW.

4. Company may charge Client reasonable travel and other expenses necessary to complete the Services.

5. By execution of this SOW, Client authorizes Company to perform all of the Services for the following Proposals:

**Leleh: Hardware Product Design and Development**

6. Client shall provide formal feedback as required by the Proposal within 72 hours of each presentation or deliverable.

**IN WITNESS WHEREOF, the parties have executed this SOW:**

**Ammunition, LLC**

DocuSigned by:  
Peter Rack  
Signature: \_\_\_\_\_  
Name: Peter Rack  
Title: Managing Director  
Date: 9/27/2018 4:53:32 PM PDT

**InnOvX Group LLC**

DocuSigned by:  
Gavin McCalla  
Signature: \_\_\_\_\_  
Name: Gavin McCalla  
Title: Member/Owner  
Date: 9/27/2018 4:52:42 PM PDT

**Attachments:**

***Proposals***

**EXHIBIT B**  
**MASTER SERVICES AGREEMENT**

(attached)