

PROTOTYPE DEVELOPMENT & TECHNICAL SERVICES AGREEMENT

This Prototype Development & Technical Services Agreement (“Agreement”) is entered into as of the date of the last signature below (“Effective Date”) by and between:

Mohammad Elzein, doing business as Moe’s Custom Prototyping Studio
 (“MCPS”)

and

(“Client”).

MCPS and Client may each be referred to individually as a “Party” and collectively as the “Parties.”

1. PURPOSE

Client wishes to retain MCPS to provide prototype development, research-and-development support, fabrication, testing, technical design support, product-development assistance, consulting, and related services described in one or more Statements of Work, quotations, proposals, or written project authorizations.

This Agreement establishes the general terms governing those services.

Specific project requirements, deliverables, schedules, rates, budgets, and project-specific intellectual-property terms may be described in a separate Statement of Work (“SOW”).

If an SOW expressly modifies a provision of this Agreement, the SOW controls for that Project.

2. NATURE AND LIMITATION OF SERVICES

2.1 Prototype and Technical Development Services

Subject to the limitations of this Agreement, MCPS may provide services including:

- feasibility studies;
- proof-of-concept development;
- experimental testing;
- prototype development;
- research-and-development support;
- breadboard or benchtop experimentation;
- mechanical prototype development;
- CAD modeling and drafting for prototyping purposes;
- electronics and microcontroller prototyping;
- firmware and software development;
- component selection and sourcing;
- test-fixture development;
- experimental data collection;
- technical analysis;
- additive manufacturing and 3D printing;
- laser cutting and engraving;
- prototype fabrication and assembly;
- product-development consultation; and
- related technical services agreed upon by the Parties.

2.2 Experimental Nature of Work

Unless expressly stated otherwise in writing, work performed by MCPS is intended for:

- experimentation;

- feasibility evaluation;
- proof-of-concept development;
- research;
- prototype evaluation; or
- product-development purposes.

A prototype is not presumed to be a finished, certified, production-ready, safety-certified, code-approved, or commercially approved product.

2.3 Professional Engineering Licensure

MCPS does not represent that it is a registered professional engineering firm or that its personnel are registered Professional Engineers in the State of Oregon.

Nothing in this Agreement requires MCPS to perform any service for which professional registration, licensure, certification, sealing, or approval is legally required.

MCPS does not provide or represent its services as:

- licensed professional-engineering services;
- PE-stamped or PE-sealed designs;
- professional engineering certifications;
- regulated inspections requiring professional licensure;
- structural certifications;
- code-compliance certifications;
- legally required safety certifications; or
- other services that applicable law requires to be performed or approved by a licensed professional.

If a Project requires such services, Client is responsible for retaining an appropriately licensed professional.

MCPS may cooperate with a licensed professional retained by Client, provided that MCPS's work remains within the lawful scope of services MCPS may provide.

Nothing in this Agreement is intended to restrict MCPS from performing technical, fabrication, research, prototype, or other services that applicable law permits MCPS to perform.

3. STATEMENTS OF WORK

Each Project shall be described through a written SOW, quotation, proposal, email authorization, or similar written project description accepted by the Parties.

An SOW should identify, where applicable:

- project objectives;
- scope;
- known requirements;
- assumptions;
- expected deliverables;
- project phases;
- hourly rates;
- estimated budget;
- component and material costs;
- fabrication charges;
- expected schedule;
- testing requirements;
- Project Classification under Section 10; and
- special intellectual-property terms.

Changes in scope may require additional time and charges.

4. COMPENSATION

4.1 Service Charges

Client shall compensate MCPS for services at the rates identified in the applicable SOW, quotation, proposal, or written pricing accepted by Client.

Unless otherwise agreed in writing, services are billed according to MCPS's applicable rates when the work is authorized.

4.2 Materials, Components, and Fabrication

Client is responsible for authorized:

- materials;
- components;
- consumables;
- fabrication;
- 3D printing;
- laser processing;
- outside services;
- shipping;
- delivery;
- purchasing;
- handling; and
- other Project expenses.

MCPS may apply its normal material, fabrication, purchasing, sourcing, handling, printing, or other charges as disclosed to Client.

4.3 Estimates

Unless expressly identified as a fixed price, Project budgets and time estimates are estimates only.

Research and prototype development involve technical uncertainty, and actual requirements or costs may differ from initial expectations.

MCPS shall make reasonable efforts to obtain Client approval before materially exceeding an agreed not-to-exceed budget.

4.4 Payment

Invoices are due according to the payment terms stated in the applicable SOW, quotation, or invoice.

MCPS may suspend work for overdue amounts.

Ownership transfers or intellectual-property assignments conditioned upon payment do not become effective until the applicable amounts have been paid in full.

5. CLIENT RESPONSIBILITIES

Client shall:

- (a) provide reasonably accurate requirements and available technical information;
- (b) disclose known hazards, regulated applications, or special safety requirements;
- (c) promptly review requested decisions and approvals;
- (d) obtain legally required professional reviews, permits, certifications, licenses, regulatory approvals, or third-party testing;
- (e) ensure that Client has the right to provide materials, designs, software, data, drawings, and intellectual property supplied to MCPS; and
- (f) remain responsible for final decisions concerning commercialization, production, certification, regulatory compliance, and use of any resulting product.

6. CONFIDENTIALITY

If the Parties execute a separate Mutual Non-Disclosure Agreement, that agreement is incorporated by reference.

If there is a conflict concerning confidentiality, the provision providing greater protection to Confidential Information shall control unless the Parties expressly agree otherwise in writing.

7. CLIENT BACKGROUND INTELLECTUAL PROPERTY

“Client Background IP” means intellectual property, technology, inventions, concepts, designs, software, information, trade secrets, documentation, or know-how:

- (a) owned or controlled by Client before the Project;
- (b) independently developed outside the Project; or
- (c) provided by Client to MCPS for use in the Project.

Client retains ownership of Client Background IP.

MCPS acquires no ownership of Client Background IP merely by working with it.

Client grants MCPS a limited license to use Client Background IP solely as reasonably necessary to perform the Project.

8. MCPS BACKGROUND INTELLECTUAL PROPERTY

“MCPS Background IP” means technology, knowledge, methods, software, code, templates, tools, designs, processes, fixtures, libraries, techniques, documentation, know-how, fabrication methods, test methods, workflows, or other intellectual property:

- (a) owned or developed by MCPS before the Project;
- (b) developed independently from the Project;

- (c) generally useful across multiple customers or projects; or
- (d) constituting improvements to MCPS's general tools, methods, workflows, or technical capabilities that are not uniquely dependent upon Client Confidential Information.

MCPS retains ownership of all MCPS Background IP.

Payment for a Project does not transfer ownership of MCPS Background IP.

If MCPS Background IP is incorporated into a fully paid Project Deliverable and is necessary for Client to use that Deliverable, MCPS grants Client a perpetual, non-exclusive, worldwide, royalty-free license to use the incorporated MCPS Background IP solely as reasonably necessary to use, manufacture, maintain, or support the applicable Project Deliverable.

This license does not transfer ownership of the underlying MCPS Background IP or give Client the right to sell or license the underlying MCPS Background IP separately.

9. PROJECT DELIVERABLES

“Project Deliverables” means tangible or digital work products specifically identified as deliverables in an applicable SOW, including, where applicable:

- prototype assemblies;
- CAD files;
- drawings;
- reports;
- test results;
- data;
- firmware;
- source code;
- schematics;

- documentation; and
- other specifically identified work products.

Ownership of Project Deliverables shall be subject to:

- full payment;
- Client Background IP;
- MCPS Background IP;
- third-party intellectual property;
- open-source licenses; and
- the Project Classification and intellectual-property provisions below.

Ownership of a physical prototype does not by itself determine ownership of patent rights embodied in that prototype.

10. PROJECT CLASSIFICATION

Every Project shall fall into one of the following two categories.

10.1 Client-Funded Development — Default

Unless the applicable SOW expressly identifies the Project as Collaborative / Inventive Development, the Project shall be treated as Client-Funded Development.

This classification is intended for projects where Client is primarily hiring MCPS to:

- develop or refine Client's product;
- build prototypes;
- perform technical work;
- test feasibility;
- implement specifications;

- create CAD or electronics;
- fabricate parts;
- conduct testing; or
- otherwise provide paid development services.

Under Client-Funded Development, Sections 11 and 12 apply.

10.2 Collaborative / Inventive Development

A Project may instead be expressly designated in the SOW as:

COLLABORATIVE / INVENTIVE DEVELOPMENT

This classification is appropriate when the Parties reasonably anticipate that MCPS will be asked to undertake substantial original research, experimentation, problem solving, or invention rather than primarily implementing an already-defined concept.

Examples may include situations where Client presents:

- a desired result without a defined technical solution;
- an unresolved scientific or technical problem;
- a theory requiring MCPS to determine how it can actually be implemented;
- a product concept requiring substantial original technical development;
- a new mechanism, sensing method, process, algorithm, architecture, or operating principle to be conceived; or
- another situation in which MCPS may make material inventive contributions.

Collaborative / Inventive Development is governed by Sections 13 through 16.

11. CLIENT-FUNDED DEVELOPMENT — PROJECT IP

For a Project classified as Client-Funded Development, Client's payment for the Project includes compensation for ordinary Project-specific development work.

Upon full payment, MCPS shall assign or transfer to Client, as reasonably necessary, MCPS's rights in Project-specific intellectual property created specifically for Client under the SOW, excluding:

- (a) MCPS Background IP;
- (b) third-party intellectual property;
- (c) open-source software;
- (d) generally applicable skills, methods, processes, know-how, or techniques;
- (e) intellectual property expressly reserved by MCPS in the SOW; and
- (f) intellectual property governed by a separately executed IP agreement.

MCPS shall execute reasonable documents necessary to confirm an agreed assignment after full payment.

Unless otherwise stated in the SOW, Client-Funded Development does not carry an ongoing royalty payable to MCPS.

12. INVENTORSHIP IN CLIENT-FUNDED DEVELOPMENT

Patent inventorship is separate from patent ownership.

If an individual associated with MCPS legally qualifies as an inventor or joint inventor of claimed subject matter arising from a Client-Funded Development Project, that person shall be correctly identified as an inventor as required by applicable law.

Inventor recognition shall not be removed or altered merely because Client funded the Project or because patent ownership is assigned to Client.

For a Client-Funded Development Project, proper inventor identification alone does not create:

- a royalty;
- profit sharing;
- equity;

- ownership of Client's business; or
- other continuing financial participation

unless the Parties separately agree otherwise in writing.

Nothing in this Section permits a person who does not legally qualify as an inventor to be identified as one.

13. COLLABORATIVE / INVENTIVE DEVELOPMENT — GENERAL RULE

When an SOW identifies a Project as Collaborative / Inventive Development, the Parties acknowledge that Client's payment for time, materials, components, fabrication, and other services does not automatically purchase MCPS's ownership interest in independently or jointly created patentable inventions.

Unless the SOW expressly provides otherwise:

MCPS shall continue to receive its normal agreed compensation for services, materials, fabrication, components, purchasing, and other Project costs.

Any royalty, license fee, buyout, equity interest, or other IP compensation is additional to those ordinary Project charges unless the Parties expressly agree to a reduced service rate in exchange for increased IP participation.

No reduction in MCPS's ordinary service charges shall be presumed.

14. INVENTORSHIP AND MATERIAL INVENTIVE CONTRIBUTIONS

14.1 Inventorship

Patent inventorship shall be determined according to applicable patent law.

An individual shall be identified as an inventor or joint inventor when legally required based upon that individual's contribution to the conception of claimed subject matter.

Inventorship shall not be determined merely by:

- who funded the Project;

- who initially proposed the general idea;
- employment or contractor status;
- who performed the most labor;
- who constructed the prototype;
- who owns the business; or
- who performed routine testing.

The Parties agree to cooperate in good faith with qualified patent counsel concerning proper inventorship.

14.2 Material Inventive Contribution

For purposes of determining whether Collaborative / Inventive Development should result in separate IP compensation, a “**Material Inventive Contribution**” means a substantial original contribution by MCPS to a potentially patentable technical solution intended for commercial use.

Examples may include original development of a:

- functional mechanism;
- sensing method;
- measurement technique;
- signal-processing method;
- algorithm;
- control method;
- mechanical configuration;
- electronics architecture;
- calibration technique;
- manufacturing process;
- functional operating method; or

- other original technical solution.

Routine execution, fabrication, assembly, data collection, ordinary optimization, implementation of fully specified Client instructions, or reduction to practice alone does not constitute a Material Inventive Contribution.

Whether a person legally qualifies as an inventor remains a legal determination and is not controlled by this contractual definition.

15. COLLABORATIVE PROJECT IP AND COMMERCIALIZATION

15.1 Ownership Before Assignment

Unless otherwise agreed in writing, patent ownership arising from Collaborative / Inventive Development shall initially follow applicable law and any valid pre-existing assignment obligations.

MCPS does not automatically assign its ownership interest in a Project Invention merely because Client paid MCPS for development services.

15.2 Client Evaluation Rights

Before execution of a commercial IP agreement, Client may use prototypes, results, and Project Inventions internally for:

- feasibility analysis;
- testing;
- evaluation;
- patent review;
- business planning;
- confidential investor or financing discussions; and
- deciding whether to proceed with commercialization.

These evaluation rights do not by themselves authorize unrestricted commercial manufacture, licensing, or sale of MCPS-owned patent rights.

15.3 Commercialization Agreement

If Client wishes to obtain exclusive ownership of, or commercially exploit, a Project Invention in which MCPS owns an interest arising from Collaborative / Inventive Development, the Parties shall enter into a separate written:

Intellectual Property & Commercialization Addendum

before MCPS is required to assign its ownership interest.

The Addendum may provide for:

- ongoing royalty;
- per-unit royalty;
- percentage of Net Sales;
- license fee;
- lump-sum IP buyout;
- milestone payments;
- equity;
- licensing-revenue participation;
- or another mutually agreed form of compensation.

15.4 No Predetermined Royalty Percentage

This Agreement does not establish a fixed royalty percentage.

The amount shall be negotiated based upon factors including:

- nature of MCPS's inventive contribution;
- importance of that contribution to the commercial product;
- amount of Client Background IP;
- amount of development funded by Client;
- technical risk assumed by each Party;
- additional development required;

- expected market;
- patent scope;
- patent expenses; and
- commercial circumstances.

15.5 Written Agreement Required

No royalty or continuing commercial obligation shall exist unless documented in a written agreement signed by the Parties.

Likewise, MCPS shall not be required to assign an ownership interest in a Collaborative Project Invention until the applicable assignment, license, royalty, buyout, or other IP terms have been agreed in writing.

16. PROJECTS THAT BECOME MORE INVENTIVE THAN EXPECTED

A Project may begin as Client-Funded Development and later evolve into work requiring substantial original invention or a Material Inventive Contribution by MCPS.

If MCPS reasonably believes that such inventive work has occurred, is emerging, or is reasonably likely to be required, MCPS shall notify Client as soon as reasonably practical and, when practical, before undertaking substantial additional inventive work. The Parties acknowledge that some inventive contributions may first become apparent during experimentation or technical problem solving and therefore may not reasonably be identifiable in advance.

Upon notice, the Parties should document the affected technical subject matter and may amend the SOW to designate the affected work as Collaborative / Inventive Development.

The amendment or written notice should identify, where reasonably possible:

- the technical issue and the potentially inventive subject matter involved;
- the expected scope of additional inventive development;
- whether ordinary service rates remain unchanged;

- whether additional IP compensation may apply; and
- when an IP & Commercialization Addendum or other written IP agreement should be completed.

Unless the Parties agree to reclassification in writing, the existing Client-Funded Development classification remains in effect for ordinary and unaffected Project work. However, after MCPS gives written notice identifying potentially inventive subject matter under this Section, Section 11 shall not by itself be interpreted as an automatic assignment of any ownership interest, if any, that applicable law would otherwise vest in MCPS in that specifically identified potential Project Invention. Pending written resolution, ownership of that specifically identified subject matter shall remain subject to applicable law, valid pre-existing assignment obligations, and any later written assignment, license, buyout, royalty, or other IP agreement between the Parties.

MCPS may decline or pause prospective work involving the identified inventive subject matter while the Parties decide whether to authorize a Collaborative / Inventive Development phase or otherwise resolve the applicable IP terms. Client remains responsible for payment for authorized work performed through the date of any pause.

This Section does not alter legal inventorship, does not permit either Party to omit a legally qualifying inventor, and does not itself create a royalty, license fee, equity interest, or other continuing commercial obligation unless separately agreed in writing.

17. ROYALTY AND IP COMMERCIALIZATION ADDENDUM

Where the Parties choose royalty-based compensation, the separate Addendum should address at minimum:

- royalty rate;
- definition of Net Sales;
- products subject to royalty;

- territory;
- effective date;
- royalty term;
- payment frequency;
- reporting requirements;
- reasonable recordkeeping;
- reasonable audit rights;
- sublicensing;
- licensing revenue;
- affiliate or related-party sales;
- discounts and returns;
- bundled products;
- minimum royalties, if any;
- patent expenses;
- patent prosecution;
- patent abandonment;
- enforcement;
- improvements;
- acquisition or sale of Client's business;
- assignment;
- royalty buyout rights, if any; and
- termination.

The Parties may also agree to a lump-sum IP buyout instead of continuing royalties.

18. JOINTLY OWNED PATENT RIGHTS

If MCPS and Client become joint owners of a patent or patent application, the Parties intend this Agreement and any applicable IP & Commercialization Addendum to govern their respective commercialization rights to the fullest extent permitted by law.

Neither Party shall rely solely upon statutory default rights concerning joint patent ownership to avoid commercialization, royalty, licensing, assignment, or accounting obligations expressly established in a signed agreement between the Parties.

Where joint ownership is anticipated, the Parties should execute an IP & Commercialization Addendum before commercial sale or licensing of the invention.

19. PATENT APPLICATIONS AND COOPERATION

19.1 Decision to File

Nothing in this Agreement requires either Party to seek patent protection.

For Client-funded inventions that Client is expected to own, Client generally controls the decision whether to seek patent protection unless otherwise agreed.

For jointly owned or Collaborative Project Inventions, patent filing and prosecution responsibilities should be addressed in the applicable IP Addendum.

19.2 Patent Costs

Unless otherwise agreed, Client is responsible for patent-attorney fees, filing fees, patent drawings, searches, prosecution costs, foreign filings, maintenance fees, and similar costs for patent rights that Client seeks to own or exclusively license.

19.3 Technical Cooperation

MCPS shall reasonably cooperate with patent counsel concerning Project Inventions, including:

- identifying technical contributions;
- reviewing technical descriptions;
- explaining prototypes or experiments;
- providing reasonably available Project records;
- reviewing patent drawings or descriptions;
- executing required inventor declarations; and
- executing agreed assignment documents.

Substantial time spent providing patent-prosecution assistance may be billed at MCPS's applicable service rate unless otherwise agreed.

19.4 Inventor Recognition After Assignment

Assignment of ownership does not alter legal inventorship.

If MCPS personnel legally qualify as inventors, an assignment to Client does not authorize their removal as inventors from a patent application or issued patent.

20. RESEARCH AND TECHNICAL UNCERTAINTY

Client acknowledges that feasibility research, experimentation, prototype development, and product development involve uncertainty.

MCPS does not guarantee that:

- a proposed concept will work;
- an experiment will produce a desired outcome;
- a prototype will meet every desired specification;
- an invention will be patentable;
- a patent will issue;
- an issued patent will have commercial value;
- a product will receive regulatory approval;

- a prototype can economically be mass manufactured; or
- the resulting product will achieve commercial success.

A technically unsuccessful experiment or feasibility result does not by itself constitute failure to perform when MCPS has performed the agreed work in a commercially reasonable manner.

21. PROTOTYPE SAFETY AND FINAL PRODUCT RESPONSIBILITY

Unless separately reviewed and certified by an appropriately qualified party, prototypes produced through MCPS shall be considered experimental.

Client shall not represent an experimental prototype as:

- safety certified;
- production certified;
- professionally engineered or PE-approved;
- regulatory approved;
- code certified;
- medically approved; or
- approved for unrestricted commercial or public use

unless the appropriate independent approvals have actually been obtained.

Client is responsible for obtaining necessary safety testing, professional review, regulatory review, certification, validation, and production qualification before commercialization.

22. WARRANTIES

MCPS warrants that it will perform agreed services in a commercially reasonable and workmanlike manner consistent with the applicable SOW.

Except for that limited warranty and to the fullest extent permitted by law, MCPS makes no additional express or implied warranty regarding:

- merchantability;
 - fitness for a particular purpose;
 - commercial success;
 - patentability;
 - non-infringement;
 - regulatory compliance;
 - certification; or
 - performance outside agreed prototype or test conditions.
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23. THIRD-PARTY COMPONENTS AND SERVICES

MCPS may use commercially available components, materials, software, fabrication services, open-source software, or other third-party products.

MCPS does not control and is not responsible for failures caused solely by:

- third-party defects;
- discontinued components;
- third-party licensing changes;
- third-party availability;
- supplier changes; or
- manufacturer specification changes.

Third-party warranties and licenses remain subject to their applicable terms.

24. CHANGES AND ADDITIONAL WORK

Client may request changes to a Project.

MCPS may treat requested changes as additional work where they:

- expand scope;
- change requirements;
- require redesign;
- require additional experimentation;
- arise from previously unknown information; or
- exceed the original SOW.

Additional work may be billed at MCPS's applicable rates.

A change that substantially alters the inventive nature of the Project may also trigger the reclassification process in Section 16.

25. SUSPENSION AND TERMINATION

Either Party may terminate a Project by written notice unless the applicable SOW states otherwise.

Upon termination:

- (a) Client shall pay for work performed through the effective termination date;
 - (b) Client shall reimburse authorized non-cancelable expenses and commitments;
 - (c) MCPS shall provide paid-for Project Deliverables then reasonably available;
 - (d) confidentiality obligations survive;
 - (e) accrued intellectual-property rights remain governed by this Agreement; and
 - (f) termination does not automatically transfer unpaid Project Deliverables or MCPS-owned intellectual property.
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26. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, neither Party shall be liable to the other for indirect, incidental, special, exemplary, punitive, or consequential damages arising from a Project, including lost profits or lost business opportunities.

Except for:

- unpaid fees;
- breach of confidentiality;
- infringement or misappropriation of intellectual property;
- fraud;
- willful misconduct; or
- obligations that applicable law does not permit to be limited,

MCPS's aggregate liability arising from a particular SOW shall not exceed the amount actually paid to MCPS under that SOW.

27. CLIENT COMMERCIAL USE

Client assumes responsibility for decisions to manufacture, distribute, market, sell, install, deploy, or otherwise commercially use a product resulting from a Project.

MCPS's participation in prototype development does not constitute:

- approval of Client's final commercial product;
 - certification of regulatory compliance;
 - assumption of manufacturer liability;
 - assurance that the product is safe for every intended use; or
 - assurance that the product does not infringe third-party intellectual property.
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28. NO PARTNERSHIP OR JOINT VENTURE

Payment of royalties, joint inventorship, or joint ownership of intellectual property does not by itself create a:

- partnership;
- joint venture;
- employment relationship;
- fiduciary relationship;
- agency relationship; or
- jointly owned business entity.

Neither Party has authority to bind the other except through a separate written agreement expressly granting that authority.

29. PUBLICITY AND PORTFOLIO USE

MCPS shall not publicly disclose Client Confidential Information in violation of an applicable NDA.

After a Project becomes public through:

- Client authorization;
- Client commercial launch;
- Client publication;
- published patent application; or
- another authorized public disclosure,

MCPS may request permission to identify the Project in its portfolio.

MCPS shall not disclose non-public technical information without Client's written permission.

Nothing prevents MCPS from accurately identifying itself as an inventor on a publicly available patent or published patent application.

30. INDEPENDENT CONTRACTOR

MCPS is an independent contractor.

Nothing in this Agreement creates an employer-employee relationship between Client and MCPS.

MCPS controls the manner and means by which its services are performed, subject to agreed Project requirements and applicable law.

31. LEGAL AND PATENT ADVICE

MCPS does not provide legal services or patent-law advice.

Technical comments regarding intellectual property or potential inventions are not substitutes for advice from a qualified patent attorney or patent agent.

The Parties are encouraged to obtain independent legal advice concerning:

- patentability;
 - inventorship;
 - ownership;
 - patent filing;
 - licensing;
 - royalties;
 - regulatory obligations; and
 - commercialization.
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32. DISPUTE RESOLUTION

Before commencing litigation concerning this Agreement, the Parties shall make a good-faith effort to resolve the dispute through direct discussion.

Nothing prevents either Party from seeking timely injunctive or equitable relief where reasonably necessary to protect Confidential Information or intellectual-property rights.

33. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Oregon, without regard to conflict-of-law principles.

Court proceedings arising from this Agreement shall be brought in an appropriate state court in the Oregon county where MCPS maintains its principal place of business or, where federal jurisdiction exists, the United States District Court for the District of Oregon, unless otherwise agreed in writing.

34. ASSIGNMENT

Neither Party may assign this Agreement in a manner that materially alters the other Party's rights or obligations without written consent, except as otherwise expressly provided in this Agreement or an applicable IP Addendum.

Any permitted successor shall remain subject to applicable confidentiality and intellectual-property obligations.

Any assignment of royalty-bearing intellectual property shall remain subject to the applicable Royalty or IP & Commercialization Addendum unless that Addendum expressly provides otherwise.

35. ENTIRE AGREEMENT

This Agreement, together with:

- applicable SOWs;
- accepted written quotations;

- the Parties' NDA;
- IP & Commercialization Addenda;
- Royalty Addenda; and
- written amendments

constitutes the Parties' agreement concerning the applicable services.

A Project-specific document modifies this Agreement only where the document clearly identifies the intended modification.

36. AMENDMENTS

Amendments must be in writing and accepted by both Parties.

Ordinary scope, budget, or schedule changes may be approved through written electronic communications clearly showing mutual agreement.

Changes concerning:

- patent ownership;
- assignment of patent rights;
- royalty obligations;
- commercial licensing; or
- equity

must be documented in a written agreement specifically addressing those rights.

37. SEVERABILITY

If a provision is determined to be invalid or unenforceable, the remaining provisions remain effective to the maximum extent permitted by law.

Where legally permissible, an invalid provision shall be interpreted or modified as narrowly as necessary to most closely reflect the Parties' lawful intent.

38. WAIVER

Failure to enforce any provision does not waive that provision or another provision.

A waiver is effective only when made in writing by the Party granting it.

39. ELECTRONIC SIGNATURES

This Agreement may be signed electronically and in counterparts.

Electronic signatures and scanned signatures have the same effect as original signatures to the extent permitted by applicable law.

SIGNATURES

The Parties acknowledge that they have read and agree to this Prototype Development & Technical Services Agreement.

MOE'S CUSTOM PROTOTYPING STUDIO

Legal Name:

Doing Business As:

Moe's Custom Prototyping Studio

By:

Name:

Title:

Signature:

Date:

Email:

CLIENT

Legal Name / Company:

By:

Name:

Title:

Signature:

Date:

Email:

EXHIBIT A — STATEMENT OF WORK

Project Name:

SOW Number:

Effective Date:

1. Project Objective

2. Scope of Work

3. Expected Deliverables

4. Client-Supplied Information / Materials

5. Project Phases

Phase 1 — Feasibility / Research

Phase 2 — Proof of Concept

Phase 3 — Prototype Development

6. PROJECT CLASSIFICATION

Select one:

☐ **CLIENT-FUNDED DEVELOPMENT**

Client is paying MCPS to perform ordinary prototype, development, fabrication, research, or testing services.

Unless otherwise stated below, Project-specific IP shall be handled under Sections 11 and 12 of the Agreement.

No continuing royalty is owed to MCPS unless separately agreed in writing.

☐ **COLLABORATIVE / INVENTIVE DEVELOPMENT**

The Parties anticipate that MCPS may perform substantial original research, technical problem solving, or inventive development.

Sections 13 through 18 of the Agreement apply.

If MCPS develops or jointly develops commercially significant Project Inventions, commercial ownership, assignment, licensing, royalty, or buyout terms shall be addressed in an IP & Commercialization Addendum.

7. SERVICE RATE

\$_____ / hour

or:

Unless expressly stated otherwise, selection of Collaborative / Inventive Development does not reduce or replace MCPS's normal service compensation.

8. MATERIALS / COMPONENTS / FABRICATION

Materials, components, fabrication, printing, sourcing, shipping, handling, and other Project expenses will be charged according to:

- ☐ MCPS accepted quotation
- ☐ MCPS applicable pricing schedule
- ☐ Project-specific pricing below:

9. ESTIMATED BUDGET

\$ _____

- ☐ Estimate only
- ☐ Not-to-exceed without Client approval
- ☐ Fixed price only for specifically identified deliverables

10. INTELLECTUAL-PROPERTY NOTES

Known Client Background IP:

Known MCPS Background IP expected to be used:

Potential areas of original invention or research:

11. COLLABORATIVE DEVELOPMENT COMMERCIALIZATION FRAMEWORK

Complete only if Collaborative / Inventive Development is selected.

If commercially significant Project Inventions result, the Parties presently anticipate considering:

- ☐ Royalty on Net Sales
- ☐ Per-unit royalty
- ☐ Lump-sum IP buyout
- ☐ License fee
- ☐ Milestone payments
- ☐ Equity or ownership interest
- ☐ Combination of compensation methods
- ☐ To be determined through an IP & Commercialization Addendum

Optional preliminary royalty range or expectation:

This section records preliminary expectations only unless expressly identified as binding.

Final commercialization terms must be documented in a signed IP & Commercialization Addendum.

12. IP COMMERCIALIZATION CHECKPOINT

For a Collaborative / Inventive Development Project, the Parties intend to address final commercial IP terms:

- ☐ After feasibility testing

- ☐ Before proof-of-concept development
- ☐ After successful proof of concept
- ☐ Before patent filing
- ☐ Before assignment of MCPS patent rights
- ☐ Before commercial manufacture or sale
- ☐ Other:

13. ADDITIONAL PROJECT TERMS

AUTHORIZATION

MOE'S CUSTOM PROTOTYPING STUDIO

Signature:

Name:

Date:

CLIENT

Signature:

Name:

Date:
