

VST CoffeeTools™ PRO for iPhone

Quick Start Guide

Rev. B







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1 Introduction

This guide will walk you through the basic functionality of VST CoffeeTools[™] PRO for iPhone. Higher resolution and larger screen sizes have allowed VST to offer most of the advanced features which have been available on iPad and OSX versions of VST CoffeeTools[™] to the iPhone for the first time. Users can rapidly and intuitively design coffee or espresso beverages, or cupping parameters in just a few short steps using full interactive point-and-shoot charting, using quick-select preset parameters or through standard input methods. VST CoffeeTools[™] PRO is designed to work with VST Coffee Refractometers. Users can measure and input observed data to refine, record or communicate their recipe and measurement parameters. VST CoffeeTools seamlessly converts between immersion and drip type brews, between metric and English units of measurement and between volume and mass based units, thereby eliminating common mistakes. The end result is enabling coffee professionals to focus on beverage quality, quickly and effectively.



Figure 1: VST LAB Coffee III

2 Compatibility and OS Requirements

2.1 iOS Requirements

VST CoffeeTools™ PRO for iPhone supports iOS 9 and later.

2.2 Hardware Requirements

VST CoffeeTools™ PRO for iPhone fully supports the following devices:

- iPhone 6 / 6 Plus
- iPhone 6s / 6s Plus
- iPhone 5 / 5s / 5c
- iPhone 4s
- iPod touch 6th generation
- iPod touch 5th generation

Note: VST CoffeeTools™ for iPad is a separate, full screen application, VST CoffeeTools™ for iPhone runs on these iPads at a reduced screen-size:

- iPad Pro
- iPad Air 2
- iPad Air
- iPad 4th generation
- iPad 3th generation
- iPad 2
- iPad mini 4
- iPad mini 3
- iPad mini 2
- iPad mini

App and Updates are available directly from the Apple App Store.

2.3 Refractometers

VST CoffeeToolsTM PRO for iPhone is designed to take advantage of the accuracy, precision and resolution of the VST Lab Coffee Refractometer. In order to be useful for coffee measurements, refractometer accuracy must be $\pm 0.05\%$ or better.

- The effective **resolution** of the VST Lab Coffee Refractometer is 0.006% TDS (rounded to 0.01% TDS). This determines the ability of the refractometer to discern between samples of different concentrations. An effective resolution of 0.06% TDS is typical of other refractometers with tradtional glass optics, meaning samples between these large steps are interpolated, and susceptible to noise and degraded precision.
- Each VST Lab Coffee Refractometer is correlated to VST's coffee TDS correlation standard and is warranted to meet or exceed an **accuracy** of $\pm 0.03\%$ from 0.00-4.99% TDS and $\pm 0.05\%$ from 5.00-20.00% TDS. This determines how close the reading is to the true reference TDS value. An accuracy of $\pm 0.15\%$ is typical of other refractometers. A QC certification is included with each VST instrument showing accuracy and precision at five reference points.
- Each VST Lab Coffee Refractometer is warranted to meet or exceed a 2σ **precision** of $\pm 0.01\%$ from 0.00-20.00%. This means that 95 of 100 measurements of the same sample will measure $\pm 0.01\%$ of the average value of all the measurements. The instruments ability to repeat the same measurement is a crucial element for high accuracy, because precision errors are additive to and can offset measurement accuracy. Other refractometers typically do not provide precision specification, and accuracy suffers with typical specifications of $\pm 0.15\%$ making them unusable for coffee measurements.

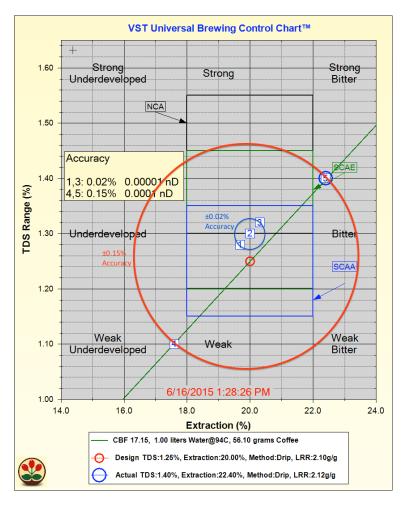


Figure 2: Comparison of stated accuracy of VST Lab Coffee III refractoemter (blue circle) and another refractometer (outer red circle).

3 Navigation

3.1 The Main Screen

The VST CoffeeTools™ PRO Screen is broken into several sections. At the bottom, the **Main Taskbar** contains the following functional elements (from left to right):

- the Data-Entry Sliders / Keypad Input Entry toggle button.
- the Presets button to enter into the Presets screen.
- the Design/Calculator Mode toggle button.
- the Recipes button to view, edit and share recipes.
- the Preferences button to enter detailed user-settable parameters.



Figure 3: the main Taskbar

The lower portion of the main screen incorporates all of the data input functionality. The leftmost column is context-dependent and contains the values for corresponding both to design (EXT, TDS, DOSE, BW, BEV) and measured parameters (TDS, BEV). The right sided portion of this panel contains either Data-Entry Sliders or the numeric keypad for adjusting these parameters.

The Results Display contains, on the left side, data results, allowing users to view all computed design parameters as well as measured computations and relevant preference values. Also on the left side at the bottom



Figure 4: Data Input. Data-Entry Sliders (left) and Numeric Keypad (right).

of this section is the Drip/Immersion toggle button. The right-side portion is used to display designed output values (red) and measured results (blue) as well as to input design target values (drag and the drop the red plot point to the desired design location). Rotating to landscape mode provides a full-screen chart.



Figure 5: the Results Display

At the top of the screen, the Top Taskbar is the home to two important functions. The left-sided button (\equiv) opens the Mode Select menu, allowing users to switch between Coffee, Espresso and Cupping modes. Users can also access the Settings menu through this button. The plus (+) symbol in the upper right corner is used to create and save a new recipe of the currently displayed data and measurements.



Figure 6: the Top Taskbar

3.2 The Presets Screen

The presets screen presents mode-dependent options for beverage design from common or custom configured parameters. Presets is a quick 2-step design process once the mode and starting value have been set. Examples are given in **Section 6** - **About Presets**.



Figure 7: The Presets screen (in Coffee Mode). Here users set beverage design parameters, including desired strength (% TDS), the independent variable or starting value (Dose of dry coffee, Brew Water Amount, or Beverage Amount), the brew method (immersion or drip), extraction yield, as well as parameters for percentage moisture, CO2, and liquid retained ratios.

3.3 The Recipes Screen

The Recipes Screen displays all of the recipes previously saved for a given mode of operation (for example, in Coffee Mode, only Coffee recipes are shown). The recipe names are listed as well as the recipe date of creation. Users can sort the saved recipes on the Recipes Screen using the Recipes Preferences button on the bottom taskbar (the wrench), either alphabetically by name, by date of creation or by taste score. See **Section 7** - **Communicating** for more details about Recipes.

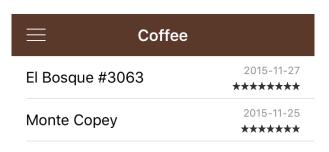




Figure 8: the Recipes Screen (in Coffee Mode)

4 Design & Measurement

The normal work flow typical of most brewing conditions is for users to create a design target, brew the coffee, followed by entering measurements. The first step is to define and load your target beverage using design presets or via the interactive chart entry method as described below, either of which may be adjusted (fine-tuned) after loading. This quickly sets up users to proceed to step 2, which is to prepare the beverage according to the protocol loaded. In step 3 users take measurements of the resulting beverage,

4.1 Coffee Mode Using Design Presets

Coffee mode is designed to be used with brewed coffee beverages, both drip and immersion methods. There are several unique features of this mode, including:

- Strength presets have default values in the range 1.10 to 1.60 (custom presets can also be defined see **Section 6.1**).
- The starting value can be ground coffee weight, beverage amount, or brew water amount, (at either ambient or normal brewing temperature).
- Design parameters include preferred strength and extraction yield, beverage yield, brew water and ground coffee amounts, with preferences for for ground coffee moisture and CO2 content, liquid retained ratio, drip or immersion method, and brew water temperature (when using volume measurements).
- The Brew Chart range defaults to approximately a 1.00 to 1.65 % strength region, and optionally displays the SCAE, SCAA and NCA preferred regions of interest as well as the taste defect labels. The region of interest may be customized in general preferences (wrench on Main Toolbar).
- From the main screen in coffee mode users may switch between drip and immersion types, and save recipes.



Figure 9: Design & Measurement in Coffee Mode. Enter the preset screen through the main taskbar at the bottom of the screen, select target strength (A), select independent variable (dry coffee dose) and desired value (30g - B), select target extraction by dragging the slider (C), load design by tapping Apply at the top right of the preset screen (D). Enter measured values by dragging the bottom 2 Data-Entry Sliders corresponding to measured TDS

(E) and Beverage amount (F) or use the KeyPad (:::). The measured results are plotted in blue on the universal brewing control chart.

4.2 Coffee Mode Using Interactive Chart

An alternative method of setting up a brew design is to use the interactive Universal Brewing Control Chart. It is important to first select the appropriate starting value (SV) parameter (Dose, Brew Water Amount, or Beverage Amount).



Figure 10: Interactive Chart Design in Coffee Mode. The appropriate starting value must be first selected, in this example we want to use Brew Water amount. To set this parameter as starting value, the user presses and holds the parameter (A) until the "SV" symbol changes from grey to white. The starting value can then be entered either through the keypad or Data-Entry Slider (B). The user can then press and drag the red cursor on the interactive chart (C) to their desired values of TDS and EXT, the starting value will remain constant, and other values will dynamically respond to the new design target. On completion of this step measured values can be entered as outlined in the preceding section.



Figure 11: Interactive Design in Landscape Orientation. After selecting the appropriate starting value, users can rotate the device into landscape orientation. Here the interactive Coffee Brewing Control Chart and the Results Display will switch to a full screen mode. This allows easier control of cursor positioning.

4.3 Espresso Mode

Espresso mode is designed to be used with espresso coffee beverages. There are several unique features of this mode, including:

- Dry coffee amount presets (size) default to 7, 14, and 21g doses. These can also be user defined to custom preset amounts (see **Section 6.1**).
- The concentration % TDS values default to traditional values. These can also be user defined to custom preferences.
- Design parameters include extraction yield, moisture content, CO2 content.
- The Brew Chart range defaults to approximately a 3.00 to 20.00 % strength region, and optionally displays the regions of interest for lungo, normale and ristretto concentrations. The region of interest may be customized in general preferences (wrench on Main Toolbar).

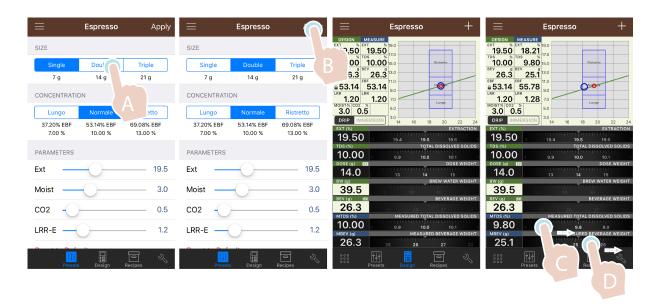


Figure 12: Design & Measurement in Espresso Mode. Select beverage/dose size (A), select / alter other parameters as desired. Load Design by pressing Apply (B). Enter measured beverage values by holding and dragging the Data-Entry Sliders for TDS (C) and Beverage amount (D) or use the KeyPad (:::). The measured results are plotted in blue on the universal brewing control chart (below).

Espresso beverage design can also be performed usign the interactive univeral brewing control chart. However, in espresso mode only dry coffee amount may be used as a starting value. Thereafter the process is identical to that outlined in Section 4.2.

4.4 Cupping Mode

Cupping mode is designed to be used with cupping preparations. There are several unique features of this mode, including:

- Strength presets have default values in the range 1.10 to 1.60. Custom presets can also be defined (custom presets can also be defined see **Section 6.1**).
- Brew Water or Dose amount show traditional cupping values. Custom presets can also be defined.
- Design parameters include extraction yield, moisture content, CO2 content.
- The Brew Chart range defaults to approximately a 1.00 to 1.70 % strength region, and optionally displays the SCAE, SCAA and NCA preferred regions of interest as well as the taste defect labels. The region of interest may be customized in general preferences (wrench on Main Toolbar).



Figure 13: Design & Measurement in Cupping Mode.Select target strength (A), select independent variable (dose) and desired value (12.0g - B). Load design by pressing Apply (C). Measure and enter actual observed value of %TDS (D). The measured results are plotted in blue on the universal brewing control chart.

5 Calculator Mode

Calculator mode is intended for situations where a user needs to evaluate pre-existing conditions. For example, establishing the current protocol at a unfamiliar location. In this mode users will make an observation of current brew water amount, current coffee portion amount, and take a measurement of current %TDS of the beverage in order to determine the pre-existing brewing conditions. On the brewing control chart there is no blue (measurement) circle as we do not have a design / measurement comparison to perform.

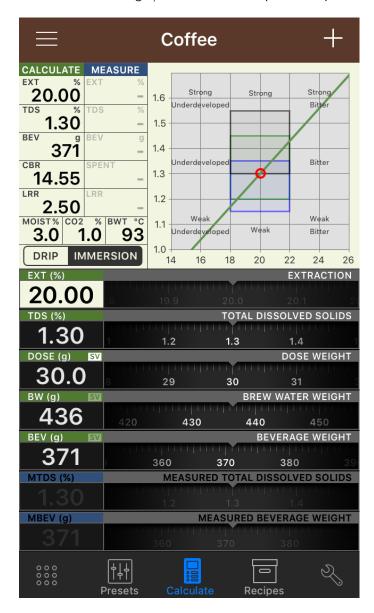


Figure 14: Calculate Mode. Note the measurement field in the results display are greyed out, and there is a single circle plotted on the Universal Brewing Control Chart showing the pre-existing brewing conditions.

6 About Presets

Users can quickly set the parameters for a beverage using the presets screen. For the majority of typical usage scenarios a simple and quick 2-step process will enable loading of users desired parameters.

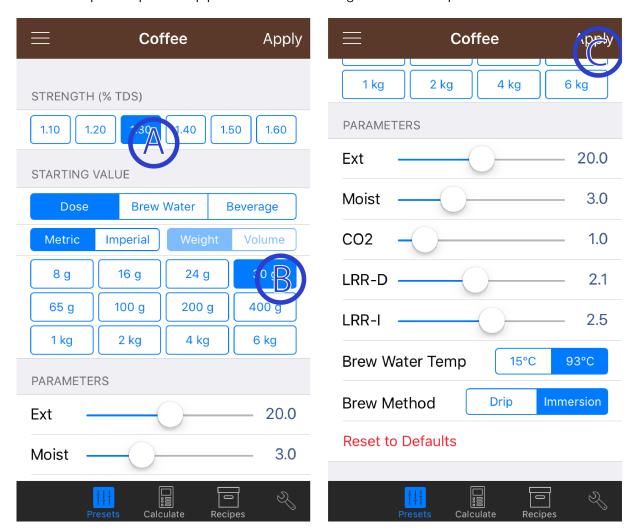


Figure 15: Example Coffee Design By Preset: A - select concentration, B - Select Size: BEV, or BW or DOSE (for either Drip or Immersion method), C - Apply (done)

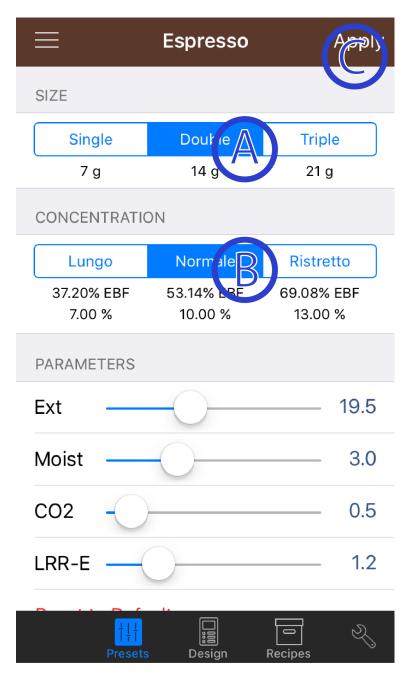


Figure 16: Example Espresso Design By Preset: A - Select Size (Double), B - select concentration (Normale), C - Apply (done)

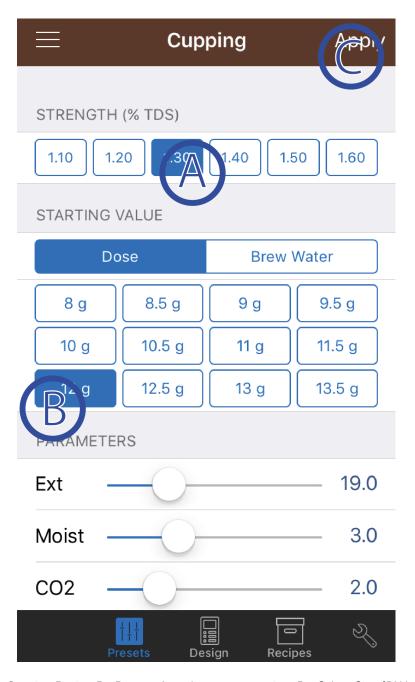


Figure 17: Example Cupping Design By Preset: A - select concentration, B - Select Size (BW or Dose), C - Apply (done)

6.1 Custom Presets

Users can customise preset values in all modes by a simple process.

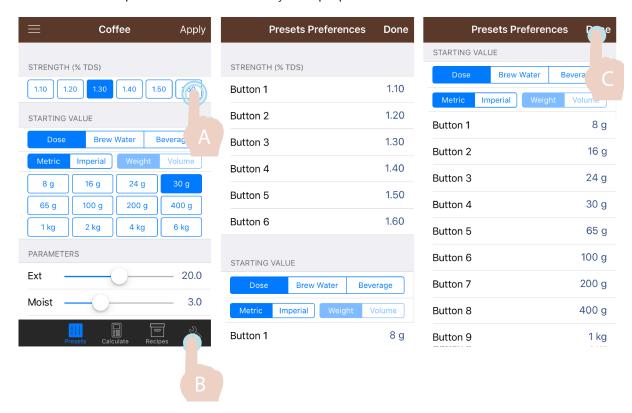


Figure 18: Customize Design Presets: A - press and hold preset value to edit, OR B - press preference button (wrench on Main Toolbar), each preset value can be edited, and new values entered through the numeric keypad. C - When complete select Done to save.

Presets can also be reset globally from the presets screen by pressing the Reset to Defaults button in the Preset Preferences menu.

7 Communicating

7.1 Saving Recipes

Once you have completed your measurements and input your values for actual TDS and actual measured Beverage you can choose to record these values with additional details as a recipe for future replication, comparison or communication. By selecting the Save Recipe button (the + symbol) from the Top Taskbar on the Main Screen, a blank recipe form with the currently displayed and charted values is presented, allowing users to enter detail values. The available values are Mode-dependent (for example some espresso specific variable are only presented in espresso mode). Recipe name is the only required field. Once users have completed their inputs, pressing Save will complete the task.

7.2 Importing and Exporting Recipes

Recipes can be imported from both iOS and Android versions of VST CoffeeTools [™] products. This can be done in two ways:

- Using an email client, open an email containing a recipe and click the relevant link (see Figure 19 below).
- Using iTunes File Sharing for Mac OS X or Windows.

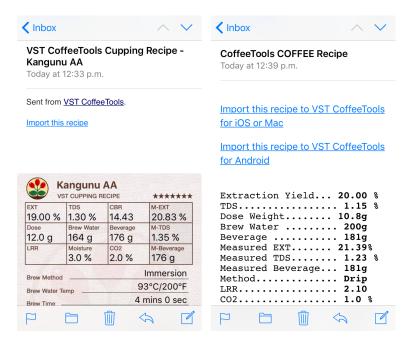


Figure 19: Importing VST CoffeeTools ™ recipes iOS devices (left) and Android (right). For iOS recipes click the link "Import this recipe". For Android recipes click the link "Import this recipe to VST CoffeeTools for iOS or Mac".

iTunes filesharing allows you to both import and export recipe files using your iOS device connected to a PC or Mac. Note this procedure will import or export all recipes stored on a device.

To Import recipes:

- Plug in your iOS device to your Windows or Mac computer using a USB cable.
- Open iTunes.
- Select your device in iTunes, and click Apps in the list on the left.
- Scroll to the bottom of the page and under the File Sharing section, select the CoffeeTools™ app.
- Recipe files can be dragged and dropped into this window.
- To make the recipes available to use in CoffeeTools™, go to the import Recipes page (Mode Select (≡) Settings Import Recipes) and select the file.

To Export recipes:

- Go to the import Recipes page (Mode Select (≡) Settings Export Recipes) and select the file.
- Create a new file using the Export Button.
- Plug in your iOS device to your Windows or Mac computer using a USB cable.
- Open iTunes.
- Select your device in iTunes, and click Apps in the list on the left.
- Scroll to the bottom of the page and under the File Sharing section, select the CoffeeTools™ app.
- The recipe files can be drag and dropped or saved from this window.

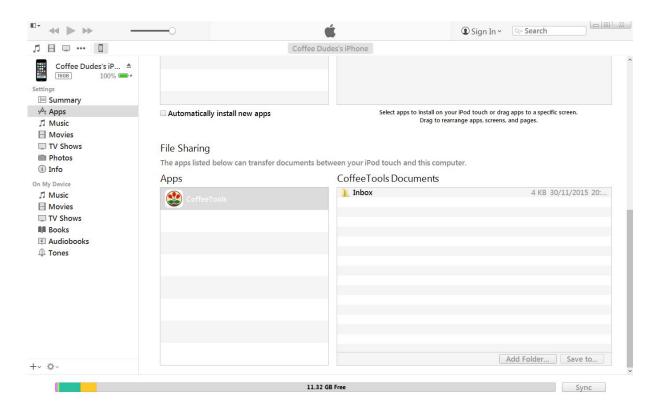


Figure 20: Importing and Exporting Recipe files via iTunes File Sharing.

7.3 Sharing Single Recipes

Recipes can be emailed by pressing the command button in the main taskbar (bottom left) on the Recipe screen, an email containing the current displayed recipe will be generated. This can be emailed in the normal manner. The recipient can load the recipe on any of the VST CoffeeTools [™] family of products.

Single recipes can also be shared as .vstrecipe files using the command button in the main taskbar and selecting the appropriate service (e.g. Messages, Dropbox, iCloud Sharing). This will save and share the recipe as a .vstrecipe file which can be opened by a device running VST CoffeeTools^{TM} software.

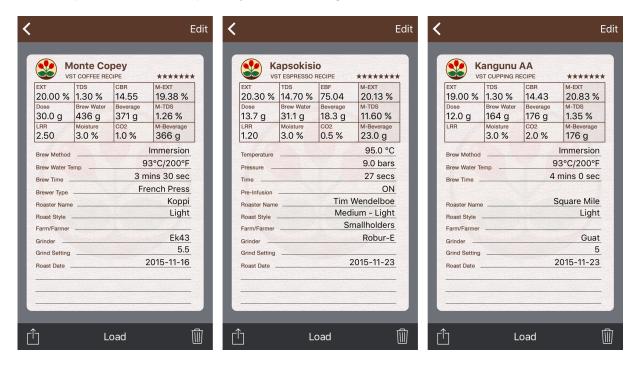


Figure 21: From left to right sample recipes for Coffee, Espresso and Cupping Modes. Note the Main Taskbar has buttons (from left to right) for sharing the recipe, for loading the recipe to the current application, and for deleting the recipe.

8 Advanced Parameters

8.1 CO2

CO2 and Moisture (discussed below) when taken together can account for 4% of the mass of the roast and ground coffee. This 4% can make a difference of approximatley 1% to the extraction yield as plotted on the brewing control chart.

CO2 is approximately 1.5-2% by weight immediately post roast, and takes 104 days (3.6 months) to fully outgas in the whole bean state. This typically reduces to approximately 1% 14-21 days post roast.

The app makes certain useful assumptions with regards to CO2 content in Coffee, Espresso and Cupping modes:

- In **Coffee Mode** the App assumes coffee is measured in the whole bean state, then ground and brewed. CO2 is set to 1%.
- In **Espresso Mode** the App assumes that espresso is first ground, then weighed. Therefore CO2 is set at **0.5%** as about half the CO2 is typically lost during grinding.
- In **Cupping Mode** the App assumes that the coffee being sampled is between 2 and 12 hours post-roast. Therefore the CO2 content would be expected to be near its peak, and is set to **2%**.

8.2 Moisture

Moisture levels for light-medium roasted coffees average 3.5%. Typical ranges for moisture are 3.0-4.0%, and usually higher after resting in Summer when in-door humidity is higher before bagging and sealing. Research available online will confirm from other sources typical moisture of roast whole bean and ground coffees ranging from 3-4% for air quenching only roasts, and up to 5-7% for commercial coffees quenched with air and water. The default value in Coffee, Espresso and Cupping Modes is 3% moisture.

8.3 Ending Beverage Weight Input

A field is provided for entering the final ending beverage weight (Measured Beverage Weight).

In drip methods, this is used to calculate the actual Liquid Retained Ratio (LRR), spent grounds weight and Extraction Yield, providing a more accurate charting result. The actual LRR, shown on the chart legend, may then be used to reset the LRR preference, resulting in more accurate Beverage Amount predicted values for a particular brewing method. Note: This refinement means that it is possible to have a measured Extraction Yield and TDS value that plots off the brew formula line in drip methods, in the event the final beverage amount was not equal to the targeted design amount (i.e., actual LRR was different than the target PREF).

8.4 Liquid Lost Preferences

Separate Liquid Lost preferences are provided for Drip and Infusion/Immersion brewing methods. Read below for information about setting default values.

Drip Method Notes:

- Drip Mode refers to gravity-drip methods, where the liquid retained (or lost in the spent grounds) is mostly water or very dilute coffee at a concentration of about 30-40% of the nominal final beverage concentration.
- These methods assume the liquid retained is mostly water at 0.00% TDS.
- Liquid retained implies the liquid absorbed as well as that left behind in the spent grounds.
- Use a Liquid Retained Ratio [Preference] typical of your actual brewing method.

For example, most commercial and home drip methods typically have approx. 2.1gr of water per gr of ground coffee retained (Liquid Retained Ratio, LRR), when the brewing process is terminated within Gold Cup guidelines¹.

An estimate of the Liquid Lost Ratio is: (ignoring moisture and CO2 of initial dry coffee) Using an accurate Liquid Retained Ratio preference for your brew method ensures the most accurate charting results, as well as accurate Beverage Yield calculations

 $^{^{1}}$ The LRR preference of 2.1g/g is chosen based on Golden Cup guidelines, terminating the drip brew process when the stream out of the brew basket changes to a drip, and is also referred to as the ending contact time. Allowing the brew basket to drain until the drip stops will result in undesirable bitter, acidic and astringent flavors being added to the final beverage, and a lower LRR (and a higher final beverage amount)

Infusion (Steeping and Immersion) Method Notes:

- Immersion methods refers to all batch-slurry methods of brewing coffee, where the liquid retained (or lost in the spent grounds) is mostly coffee beverage at the same concentration as the final beverage (i.e., the same strength or % TDS).
- These methods of brewing are inherently less efficient, and typically require 11-18% more ground coffee to produce the same amount of beverage (at the same % TDS and Ext Yld) as drip brewing methods. This is because the liquid retained is effectively lost beverage that is discarded with the spent grounds. Mechanically assisted methods of separating the extract from the slurry include vacuum or positive pressure "pumping" methods that effectively squeeze the spent grounds to reduce LRR and increase final beverage amounts. Examples: Clover, Vac Pot, Trifecta, Press Pot, AeroPress.
- These methods assume the liquid retained is uniformly at the same concentration as the final beverage concentration, and that the batch-slurry is stirred or otherwise agitated to ensure uniformity of extraction throughout the slurry. The batch is held as a slurry for most or all of the contact period prior to separating the extract from the spent grounds.
- Liquid retained implies the liquid absorbed as well as that left behind in the spent grounds.
- Use a Liquid Retained [Preference] typical of your actual brewing method. For example, different infusion/immersion methods and techniques will have different liquid retained amounts.

Using an accurate Liquid Retained Ratio preference for your brew method ensures the most accurate Beverage Yield calculations (i.e., predicted final beverage amount). Typical Infusion/Immersion methods have an LRR of 1.1-3.0. The default preference is set to 2.5, the actual LRR is calculated when you weigh and enter the final Beverage Weight. Use this calculated LRR to re-set the LRR in Preferences for your particular brewing method and technique.

• French-Press: 2.5-3.5 (varied widely)

• Clever Dripper: 2.5-2.6 (varies slightly)

• Bunn Trifecta: 1.0 (user programmable)

• AeroPress: 1.2-2.0 (user dependent)

9 License Agreement - VST CoffeeTools™ PRO for iPhone

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- 1. Definitions. As used in this Agreement: (a) Designated Equipment means the refractometer and associated equipment purchased by LICENSEE from LICENSOR, or such other refractometer or other device and associated equipment used by LICENSEE for the measurement of total dissolves solids via refractive index of coffee. (b) Licensed Program means LICENSORS VST CoffeeTools™ computer software program, consisting of a series of instructions or statements in machine readable, object code form only, ordered and paid for in full by LICENSEE, and any updates or revisions to such software program that may from time to time be provided by LICENSOR to LICENSEE. (c) LICENSEE means the person licensing the Licensed Program from LICENSOR, with the name and address provided to LICENSOR in connection with the order for the Licensed Program. (d) LICENSOR means Voice Systems Technology, Inc. (VST), a Massachusetts corporation. (e) Permitted Number means (i) for the single-user version of the Licensed Program or for a Trial License, two (2) computers owned and used personally solely by LICENSEE. (f) Program Documentation means the user manuals, handbooks and other written materials relating to the Licensed Program provided by LICENSOR to LICENSEE pursuant to the terms of this Agreement. (g) Trial License means a temporary license of the Licensed Program for trial purposes. (h) Use means (i) the installation of one (1) copy of the Licensed Program on up to the Permitted Number of computers operated solely by LICENSEE and (ii) the operation by LICENSEE of the Licensed Program for its intended use in the manner described in the Program Documentation in conjunction with the Designated Equipment.
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- 8. Revisions and Updates. LICENSOR shall be under no obligation to revise or update the Licensed Program or Program Documentation at any time.
- 9. Term. (a) The license granted under this Agreement shall commence upon LICENSEES acceptance of this Agreement and payment in full of the applicable license fee and shall remain in effect until terminated as provided herein. If this license is a Trial License, then this license shall automatically expire on the date three (3) days following the commencement date of the license. In any event, the license shall automatically and immediately terminate if LICENSEE fails to comply with any term or condition of this Agreement. All obligations of LICENSEE under this Agreement, and the provisions of Sections 1, 4, 5, 6, 7, 8, 10 and 11 of this Agreement, shall survive the termination of the license and this Agreement. (b) Upon any termination of the license granted under this Agreement, LICENSEE shall immediately cease all use of the Licensed Program and Program Documentation and return to LICENSOR (or, at LICENSORS option, destroy and certify in writing to LICENSOR that it has destroyed) the original and all copies of the Licensed Program and Program Documentation, including compilations, translations, partial copies and modifications, if any. (c) LICENSOR reserves the right to reject, in its sole discretion, any order for a Licensed Program, in which event no license is granted to LICENSEE hereunder.
- 10. Notices. All notices or other communications given by either party to the other under this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, to the other party at its address set forth above or such other address as a party may subsequently designate in writing. The date of personal delivery or two business days following the date of mailing, as the case may be, shall be deemed to be the date on which such notice is given.
- 11. Miscellaneous. (a) The validity, construction and interpretation of this Agreement, and the rights and duties of the parties, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflict of law provisions and also excluding the United Nations Convention on Contracts for the International Sale of Goods. Any claims or legal actions by one party against the other shall be commenced and maintained only in any

state or federal court located in Massachusetts, and both parties submit to the jurisdiction and venue of any such court. (b) Because unauthorized use or transfer of the Licensed Program or Program Documentation may diminish substantially the value of such materials and irrevocably harm LICENSOR, if LICENSEE breaches the provisions of Sections 2 and 4 of this Agreement, LICENSOR shall be entitled to injunctive and/or other equitable relief, in addition to other remedies afforded by law. (c) This Agreement constitutes the entire agreement and understanding between LICENSOR and LI-CENSEE with respect to the subject matter hereof and supersedes any other agreement, understanding or promise, written or oral, between the parties, including without limitation any purchase order or licensing request submitted by LICENSEE to LICENSOR in a form other than as provided by LICENSOR. (d) This Agreement shall not be deemed or construed to be modified, amended, or waived, in whole or in part, except by written agreement of both parties to this Agreement. (e) The failure of either party at any time to enforce any provision hereof shall in no manner affect its right at a later time to enforce such provision. If any provision of this Agreement is held to be unenforceable, such provision and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law. (f) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that LICENSEE shall not sublicense, assign or transfer any or all of its rights or obligations under this Agreement, whether by agreement, operation of law, or otherwise, without the express written consent of LICENSOR. (g) Section titles are for reference purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.



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