

## Airbus DS Government Solutions, Inc. General Terms and Conditions

These General Terms and Conditions (hereinafter, these “**Terms**”) shall be incorporated into and made a material part of any offer by ADSGS to another party related to ADSGS’s provision of Equipment and/or Services (as defined below). These Terms shall also be incorporated into and made a part of the Contract between ADSGS and Purchaser (as defined below) for provision of such Equipment and/or Services, except to the extent that the parties have, in writing, expressly amended or modified these Terms or entered into an agreement expressly superseding these Terms. In the event of any conflict between provisions contained in these Terms and provisions in any other agreements or other documents entered into between ADSGS and Purchaser, these Terms shall be deemed to supersede any other agreements or other documents unless such conflicting terms (i) specifically reference these Terms, (ii) are in writing, and (iii) are executed by both parties. Any oral or written representation, warranty, course of dealing or trade usage not contained in these Terms or the Contract shall not be binding on either party. Any order to provide Equipment and/or Services and ADSGS’s provision of Equipment and/or Services shall constitute Purchaser’s assent to these Terms. Notwithstanding the foregoing, no document containing any modification, alteration, supplementation or other revision of ADSGS’s written offer or these Terms shall be binding upon ADSGS unless signed or otherwise expressly confirmed in writing by ADSGS.

**1. Definitions.** Unless otherwise defined in the Contract:

- (a) “**ADSGS**” means Airbus DS Government Solutions, Inc., a Delaware corporation having its principal offices at 2920 E. Plano Parkway, Suite 200, Plano, TX 75074.
- (b) “**Affiliate**” means an entity directly or indirectly controlling, controlled by, or under the common control of, another specified entity.
- (c) “**Contract**” means the document(s) signed by both ADSGS and Purchaser which sets forth the Equipment and/or Services to be provided, the price thereof and other terms and conditions applicable thereto. These Terms shall be deemed to be part of the Contract. As used herein, the term “Contract” shall include a purchase order or order if signed by both parties or accepted by ADSGS in writing or by performance. If ADSGS and Purchaser do not otherwise enter into a formal contract, the specifications, schedules, drawings, plans, prices and other special conditions contained in ADSGS’s formal written offer to Purchaser, together with these Terms (in that order of precedence) shall constitute the Contract.
- (d) “**Delivery Date**” means, as to each Equipment or Service, the date the Equipment is delivered pursuant to Section 3, or the Services are completed pursuant the Contract.
- (e) “**Equipment**” means the items of hardware and software to be provided by ADSGS to Purchaser pursuant to a Contract.
- (f) “**Force Majeure**” means an event as described in Section 10 below.
- (g) “**parties**” means Purchaser and ADSGS.
- (h) “**Proprietary Information**” has the meaning given in Section 14 below.
- (i) “**Purchaser**” means the person or entity purchasing Equipment and/or Services from ADSGS under a Contract.

- (j) **“Services”** means the design, installation, engineering, testing, maintenance, training and/or other technical assistance to be provided by ADSGS pursuant to a Contract.
- (k) **“Site”** means the location of installation of the Equipment or provision of the Services.
- (l) **“Software”** means, without limiting subparagraph (f) above, software delivered with the Equipment and intended to be used for the operation of the Equipment, together with any documentation relating to such software.

## **2. Applicability of These Terms.**

Equipment and Services to be provided under a Contract shall be furnished in accordance with the provisions of the Contract, including these Terms and the specifications, schedules, drawings, plans, prices and other special conditions attached to the Contract or incorporated therein.

## **3. Delivery Terms.**

- (a) Unless expressly agreed otherwise by ADSGS in writing, all domestic shipments shall be delivered FCA, Plano, TX at ADSGS shipping dock, and all shipments to locations outside the United States shall be delivered Ex Works, Plano, TX at ADSGS shipping dock in accordance with the version of Incoterms in effect as of the date of Purchaser’s Contract.
- (b) If ADSGS prepays shipping, insurance, or other related freight charges, Purchaser agrees to bear the cost of all freight charges and to reimburse ADSGS promptly for such charges. Partial shipment shall be allowed. Any scheduled delivery dates given are approximate and are based upon prompt receipt by ADSGS of all information necessary to permit ADSGS to proceed with work without interruption.
- (c) All claims for shortages or other errors must be made in writing to the ADSGS within 30 days after the Delivery Date. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser.
- (d) If ADSGS has not received payment for Equipment or Services according to the terms and schedule of the Contract, ADSGS shall be entitled to interrupt or delay delivery or performance until such payment has been received.
- (e) A reasonable storage fee may be applied monthly up to the maximum allowed by law on all Equipment, including but not limited to repaired or replaced Equipment, if delivery is not taken with five (5) days of the Delivery Date.

## **4. Services.**

- (a) If Services are to be rendered at Purchaser’s premises or on-Site, Purchaser shall be responsible for providing sufficient access, at the appropriate time(s) to Site or Purchaser’s premises, and, if so required by the Contract, assistance by Purchaser’s personnel. Notwithstanding the extension of the performance period, any delay or interruption thereof shall be at Purchaser’s account, especially but not limited to additional costs for extended stay or stand- by of ADSGS’s personnel, increase of labor costs and extra travelling costs, which shall be reimbursed to ADSGS by the Purchaser.
- (b) If the Contract provides for ADSGS to provide training Services to Purchaser’s personnel, such personnel shall be subject to ADSGS reasonable qualification criteria. Purchaser shall be responsible for paying all travelling and living costs of Purchaser’s personnel. In addition, if

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training is to be provided outside of ADSGS's facilities, Purchaser shall be responsible for providing suitable classrooms and facilities for training.

## **5. Prices.**

- (a) All prices are stated in U.S. Dollars except where otherwise expressly indicated.
- (b) In the event that the beginning of the applicable performance period is delayed for more than two months, other than by the negligence of ADSGS, the prices specified in the Contract shall be increased by a reasonable amount to cover all resulting increases in ADSGS's costs, including but not limited to costs of subcontractors, materials and labor.
- (c) If during the performance of the Contract, the applicable performance periods have to be extended other than by the negligence of ADSGS, Purchaser shall reimburse ADSGS for reasonable additional costs incurred by ADSGS as a direct result of such delay, including but not limited to additional or increased costs of storage, insurance, transportation, labor and overhauling after storage.

## **6. Payment Terms.**

- (a) 100% paid prior to shipment or, if Purchaser has been pre-approved for a credit line in writing, NET 30.
- (b) All payments shall be made in U.S. Dollars unless otherwise expressly stated in the Contract.
- (c) No defect in any Equipment and/or Service shall operate to interfere with or modify, or be deemed to waive, Purchaser's payment obligations hereunder. If payment is not made as provided herein, Purchaser shall thereby be deemed to have waived any warranties, express or implied, related to any Equipment and/or Services that such payment relates.

## **7. Performance Periods.**

- (a) Unless otherwise expressly stated in the Contract, performance dates, including Delivery Dates, shall be target dates and not required dates.
- (b) Required performance periods and dates, if any, shall be extended or postponed if and to the extent that a delay is due to late receipt of required clearances, permits, other documents, or of machinery or tools, to be furnished by Purchaser under the Contract, or to an act or omission of Purchaser, or to an event of Force Majeure. Without limiting the foregoing or the provisions of Section 3 above, if the Contract specifies fixed calendar dates for performance periods, such dates shall be adjusted accordingly if and to the extent that ADSGS has not received any payment when due.
- (c) In accordance with (a) above, performance periods under a Contract shall start from the latest of the following dates:
  - (i) ADSGS's receipt of any advance payment due from Purchaser;
  - (ii) and the date for performance as specified in the Contract.

## **8. Taxes.**

Except as otherwise expressly identified, rates and prices listed in the Contract are exclusive of applicable taxes, fees, duties and other charges, if any. If any such amounts, other than income taxes, are levied on the provision of Equipment or Service under the Contract, then ADSGS shall itemize such amounts to Purchaser, and if Purchaser is not exempt from such taxes or other charges, it

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shall pay the amount thereof to ADSGS. If Purchaser is exempt from any such taxes or other charges, it shall promptly deliver to ADSGS a certificate verifying such exemption.

## **9. Permits, Visas.**

- (a) Purchaser shall be responsible for timely obtaining of all local permits or type approvals of any kind which may be required in Purchaser's country or at the Site, for the installation, implementation and operation of the Equipment or systems to be delivered under the Contract.
- (b) Purchaser shall assist ADSGS in obtaining all work permits and visas for ADSGS's personnel necessary to render the Services hereunder in Purchaser's country or at the Site, and shall immediately reimburse ADSGS for any costs related thereto.

## **10. Documentation.**

- (a) All documentation prepared or required to be supplied under the Contract shall be in English. In the event any documentation is prepared in English as well as another language, and a conflict arises between the English version and another version, the English version shall control.
- (b) As between ADSGS and Purchaser, ADSGS shall own all rights, including but not limited to title and copyright, in ADSGS's offer and the Contract, and all associated drawings, illustrations and other documentation related thereto, except such materials furnished in any request for proposal issued by Purchaser prior to ADSGS's preparation of its offer. Without limiting Section 14 below, Purchaser shall be responsible for ensuring that such documentation is neither duplicated nor made accessible to any third party. If Purchaser does not enter into a Contract with ADSGS with respect to the transaction described in ADSGS's offer, Purchaser shall promptly return all such documentation ADSGS if so requested by ADSGS.

## **11. Warranty.**

- (a) Any warranties provided in these Terms shall begin on the Delivery Date and expire twelve (12) months from the Delivery Date (the "**Warranty Period**"). The warranties contained herein set out the full extent of ADSGS's liability with respect to the Equipment, and is in lieu of all other warranties, whether express or implied, statutory or otherwise.
- (b) Subject to the provisions below, ADSGS warrants that during the Warranty Period the Equipment shall be free of defects due to material or workmanship, and that Equipment delivered will operate according to the mutually-agreed specifications, provided the items of Equipment are maintained, serviced and stored in strict accordance with ADSGS's instructions (with written records reflecting the same). Notwithstanding anything to the contrary, the following shall render any warranty contained in these Terms or the Contract null and void (i) any adaptation, repair, tampering or other revision by Purchaser or any third party, other than in strict accordance with ADSGS instructions; (ii) the Equipment was subjected to experimental running or any type of operation or use other than that for which the Equipment is designed; and (iii) the Equipment was in storage, immobilized, or out of operation for four consecutive months. No warranty contained in these terms shall apply to normal wear and tear on the Equipment.
- (c) In the event that Purchaser detects a defect in Equipment during the applicable Warranty Period for such Equipment, Purchaser shall promptly notify ADSGS in writing of such defect, including a detailed description of the fault experienced. With respect to defects, Purchaser shall, upon written instruction by ADSGS, remove the defective part from the Equipment and send it to ADSGS. ADSGS shall replace or, at ADSGS's option, repair the defective part and

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return the same to Purchaser on CIP-basis (in accordance with Incoterms 2020) at no cost to Purchaser.

- (d) Parts replaced during repairs shall be under warranty to the same extent as the original parts, but only through the end of the Warranty Period applicable to the original parts.
- (e) ADSGS warrants that Software furnished under a Contract shall meet the agreed specifications if used on hardware designated by ADSGS. If, within the applicable Warranty Period, the Software is proven to fail to meet such specifications, ADSGS shall, within a reasonable time and at no cost to Purchaser, correct the Software or provide a by-pass configuration, if appropriate.
- (f) In the event a defect in a part or item of Equipment is due to faulty installation or assembly performed by or under the direct, on-Site supervision of ADSGS, ADSGS shall be liable for the remedy of such defect in compliance with this Section 12.
- (g) EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE CONTRACT, ADSGS MAKES NO WARRANTY HEREUNDER TO PURCHASER OR TO ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY EQUIPMENT AND/OR SERVICES PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY EITHER PARTY ARE HEREBY EXCLUDED AND DISCLAIMED.

## **12. Software License.**

ADSGS hereby grants Purchaser a non-exclusive, non-transferable right to use the Software only for the purpose of operating the Equipment as contemplated by the Contract, and for no other purpose. The license granted hereunder to use the Software may not be transferred to any third party without the prior written consent of ADSGS, Purchaser shall have no right to share, duplicate, publish or in any way copy the Software.

- (a) Purchaser shall not be entitled to modify or supplement the Software or any part thereof. Purchaser shall not reverse engineer, decompile, or disassemble the Software, nor attempt in any other manner to obtain the source code.
- (b) The Software is licensed as a single product. Its component parts may not be separated for use on a system other than the Equipment purchased by Purchaser under the Contract, nor otherwise used separately from the other parts.
- (c) Purchaser acknowledges that all title and copyrights in and to the Software, the accompanying printed materials, and any copies of the Software, are owned by ADSGS or its suppliers, and Purchaser agrees not to challenge ADSGS ownership or control of such rights. The Software is protected by copyright laws and international treaty provisions.
- (d) The terms of the license granted hereunder may be supplemented or amended in whole or in part by the terms of license(s) granted by individual software manufacturers to ADSGS, Purchaser shall be responsible for complying with all provisions and restrictions applicable to Purchaser's use of the Software.
- (e) Purchaser agrees that it will not ship, transfer, or export the Software or any other part of the Equipment into any country, or use the Software or any other part of the Equipment, in any manner, prohibited by the government of the United States or any state, or any agency thereof, or, without limiting the foregoing, by any applicable export laws, restrictions or regulations.

- (f) The license granted hereunder will automatically terminate if Purchaser fails to comply with any of the terms and conditions hereof.

### **13. Proprietary Information.**

- (a) During the term of the Contract, either party may receive from the other or its Affiliates, or have access to, certain information (technical, financial, business or otherwise) in oral, written, visual, magnetic, electronic or other form which is identified by the supplying party at the time of disclosure as proprietary or confidential information, or which would reasonably be deemed to be of a proprietary or confidential nature (hereinafter "**Proprietary Information**"). Without limiting the foregoing, the following types of information shall be deemed to be Proprietary Information, regardless of whether specifically identified as proprietary or confidential at the time of disclosure: existing and potential or contemplated products, prototypes, formulas, patents, trade secrets, processes, research, developments, discoveries, ideas, concepts, projects, business, trade practices, affairs, know-how, techniques, diagrams, flow charts, investors, customers, vendors, investors, transaction partners (whether by joint venture, strategic partnership, merger or otherwise), data, information, services, algorithms, software, source code, server or hardware configurations, operations, Internet protocol, methods, solutions, tools, licenses, markets, systems, plans, transactions, strategies, forecasts, compensation information of employees and independent contractors (including but not limited to the terms and conditions of the Contract) and other financial, technical or business information, together with analyses, complaints, studies or other documents prepared by Purchaser which contain or otherwise reflect such information.
- (b) The term "Proprietary Information" shall not include any information which (i) was, at the time of disclosure, in the public domain (provided, however, that information shall not be deemed to be in the public domain merely because any part of such information is embodied in general disclosures or because individual features, components or combinations of the same are known or become known to the public) other than as a result of a disclosure by the receiving party; (ii) was available to the receiving party on a non-confidential basis prior to its disclosure to the receiving party by the supplying party, or becomes available to the receiving party on a non-confidential basis from a source other than the supplying party, provided that such source was or is not known by the receiving party to be prohibited from disclosing such information by a contractual or legal obligation to the supplying party; or (iii) was developed by the receiving party independently of the information disclosed by the supplying party.
- (c) During the term of the Contract and for a period of five (5) years following expiration or termination of the Contract for any reason, each party shall keep in strictest confidence all Proprietary Information received from the other party or its Affiliates. Except as specifically authorized by the supplying party in advance in writing, the receiving party shall at no time use, publish, communicate, distribute, or otherwise disclose to any third party any Proprietary Information without the prior written consent of the supplying party.
- (d) The receiving party shall not misappropriate or make any improper or unauthorized use of any Proprietary Information, including but not limited to any copyright, patent or trade secret.
- (e) Without limiting anything else in this section, each party shall, in performing its obligations under the Contract, comply with any applicable data protection legislation or regulations.
- (f) Upon the termination of the Contract, each party shall return all Proprietary Information received from other party or its Affiliates that is in written or documented form, or certify the destruction of the same.
- (g) Each party shall take all reasonable measures to cause its officers, employees, agents and representatives to comply with the provisions of this section.

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## **14. Indemnity; Limitation of Liability.**

- (a) If a party or any of its Affiliates or any of their respective partners, members, officers, directors, managers, owners, shareholders, agents, employees, or controlling persons (collectively, the “**Indemnified Parties**” and each, a “**Indemnified Party**”) becomes involved in any capacity in any claim, action, proceeding, or investigation brought by or against any person or entity, in any way related to the Contract (each, an “**Action**” or, collectively, “**Actions**”), the other party (the “**Indemnifying Party**”) agrees, to the fullest extent permitted by law, to indemnify, hold harmless, and defend each Indemnified Party against any loss, claim, judgment, damage, or liability (a “**Loss**” or, collectively, “**Losses**”), with such Losses to include any out- of-pocket costs and expenses (including but not limited to reasonable attorneys’ fees), related to any Action.
- (b) IN NO EVENT SHALL A PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED 150% OF THE TOTAL OF THE AMOUNTS PAID TO AD SGS FOR THE EQUIPMENT AND/OR SERVICES SOLD HEREUNDER; PROVIDED, HOWEVER, SUCH LIMITATION OF LIABILITY SHALL NOT APPLY TO LOSSES RELATED TO (I) A PARTY’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, (II) BREACH OF INTELLECTUAL PROPERTY, CONFIDENTIALITY, OR PAYMENT OBLIGATIONS AND TERMS CONTAINED IN THE CONTRACT, AND (III) FOR PURCHASER, PURCHASER’S TERMINATION FOR CONVENIENCE, PURSUANT TO SECTION 16.
- (c) WITHOUT LIMITING THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, REVENUES OR SAVINGS) ARISING OUT OF OR RELATING TO PERFORMANCE OR BREACH OF THE CONTRACT. THE LIMITATION OF LIABILITY SET FORTH HEREIN SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND) OR OTHERWISE; AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH DAMAGES WERE FORESEEABLE.

## **15. Termination; Survival.**

- (a) In addition to any other rights AD SGS may have under the Contract, under law or in equity, AD SGS shall have the right to terminate the Contract and suspend delivery of Equipment and/or Services to Purchaser, upon written notice to Purchaser, upon the occurrence of any of the following:
  - (i) Failure by Purchaser to pay any amount when due, and failure to remedy such breach within five (5) business days after written notice from AD SGS;
  - (ii) Breach of any provision of the Contract (other than with respect to payment) and, if such breach is capable of being remedied, failure to remedy same within fifteen (15) calendar days after notice from AD SGS if such breach is not capable of being remedied, then AD SGS may terminate upon written notice to Purchaser thereof; or
  - (iii) Determination by AD SGS in its reasonable discretion, that performance (or continued performance) of the Contract in whole or in part may violate the laws or regulations or any government or governmental agency or order of a court, having jurisdiction over either of the parties, the Contract and/or the Site.
- (b) Without prejudice to any other right or remedy it may have, Purchaser may terminate the

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Contract with the Supplier, in whole or in part, by written notice:

- (i) if ADSGS is in material breach of an obligation under the Contract which is not capable of remedy (as mutually agreed upon by Purchaser and ADSGS);
  - (ii) if ADSGS is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 90 days of ADSGS receiving written notice requiring it to be remedied; or
  - (iii) for Purchaser's convenience, subject to Section 16(c).
- (c) If Purchaser elects to terminate the Contract for its convenience, it shall immediately pay ADSGS, in whole, (i) for all Equipment delivered and all Services performed as of the date of termination, (ii) for all Equipment that is work in progress as if such equipment were fully-completed and delivered as of the date of termination, (iii) the cost and expenses of any Losses related to such termination, including but not limited to breaches of contracts with subcontractors and suppliers, and any resulting legal costs, (iv) any materials or goods purchased in reasonable anticipation of performing under the Contract, and (v) an additional twenty percent (20%) of the aggregate amounts contained in (i)-(iv), inclusive, in addition to such amounts for reasonable demobilization, overhead, and administrative costs. If Purchaser (A) terminates the Contract, affirmatively without notice as to material breach of the Contract by ADSGS, or in the reasonable discretion of ADSGS, constructively, or (B) delays production of Equipment or provision of Services for more than six months, such actions or inactions shall be deemed a termination for convenience by Purchaser and subject to this Section 16(c).
- (d) Notwithstanding anything to the contrary in the Contract, Sections 5, 6, 8, 14, 15, 16, 18, and 19 shall survive expiration or termination of the Contract.

## **16. Compliance with Laws.**

Purchaser shall comply with all applicable laws, regulations, and ordinances. Purchaser shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Contract. Purchaser shall comply with all export and import laws of all countries involved in the sale of the Equipment under the Contract or any resale of the Equipment by Purchaser. Purchaser assumes all responsibility for shipments of Equipment requiring any government import clearance.

## **17. Miscellaneous.**

- (a) All notices required or permitted to be sent under the Contract shall be in writing and will be deemed to have been given upon the earlier of (i) actual receipt; or (ii) the date two (2) business days after depositing, delivery charges prepaid, with an express courier service addressed to the respective address identified in the Contract or as either party shall furnish to the other in accordance with this paragraph. Delivery of legal notices by facsimile shall be permitted only in conjunction with another form of delivery as specified in this paragraph, and in the case of such delivery by facsimile, in the absence of written confirmation from the addressee of actual receipt, notice shall be deemed given not on the date of sending the facsimile but on the date of the additional form of delivery as specified above in this paragraph.
- (b) The relationship between the parties is that of independent contractors. Nothing contained in the Contract shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- (c) The failure of either party to enforce or insist upon compliance with any of the provisions of the Contract, of the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment of any provision of the Contract.

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- (d) The Contract is made solely for the benefit of ADSGS and Purchaser, and their respective successors and permitted assigns. Nothing in the Contract is intended to confer any rights or remedies on any third party.
- (e) Purchaser may not assign its rights or obligations under the Contract to any third party without ADSGS's prior written consent.
- (f) These Terms supersede and merge all prior agreements, promises, undertakings, statements, representations, warranties, covenants, and inducements to the making of the Contract relied upon by either party herein, whether written or oral, and embodies the parties' complete and entire agreement with respect to the subject matter hereof. No statement or agreement, oral or written made before the execution of the Contract shall vary or modify these Terms in any way whatsoever.
- (g) Each party shall, at its own cost and expense, execute and deliver such further documents and instruments, and take such other actions, as may be reasonably required or appropriate to carry out the intent and purposes of the Contract.
- (h) If any term or provision of the Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (i) Without limiting [Section 13](#) above, these Terms have been written in the English language; in the event of conflict between the English version and any version in any other language, the English version shall prevail.

## **18. Governing Law and Jurisdiction.**

The Contract shall be governed by and interpreted under the laws of the State of Delaware and the federal laws of the United States, without reference to choice of law principles thereof. Any dispute relating to the Contract or its subject matter, including disputes as to validity, performance, breach, or termination, which cannot be settled by negotiation, shall be resolved exclusively by binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC"), by one or more arbitrators appointed in accordance with such Rules.

The place of arbitration shall be New York, New York, USA. The language of the arbitration shall be English. The parties may at any time, without prejudice to any other proceedings, seek to settle any dispute arising out of or in connection with the Contract by alternative dispute resolution in accordance with the ICC ADR Rules.

Neither the parties nor the arbitrator shall disclose the existence, content, or results of any arbitration except with the prior written consent of both parties. The arbitrator shall have no authority to award exemplary, punitive, or treble damages. Each party shall pay one half the costs of the arbitration, except that each party shall pay the expenses it incurs for its own legal representation and assistance. Judgment on the award may be entered in any court of competent jurisdiction. The post-award proceedings shall be governed by the Convention on Recognition and Enforcement of Foreign Arbitral Awards of 1958 (the New York Convention).