

Zeitview Terms and Conditions

In consideration of the mutual covenants contained herein the parties agree as follows:
DroneBase, Inc., DBA Zeitview shall be referenced as "Company" or "Zeitview".

1. TERM

This Agreement will be effective on the date of this Agreement and continue for one (1) year (the "**Initial Term**"). Upon the expiration of the Initial Term, this Agreement will automatically continue for one (1) year terms (each a "**Renewal Term**" and together with the Initial Term the "**Term**") from year to year thereafter unless either party gives written notice to the other not less than sixty (60) days prior to the end of the then current Term that this Agreement will terminate at the end of the then current Term. Notwithstanding the foregoing, this Agreement may be terminated according to the provisions of Section 8 below.

2. PRODUCTS & SERVICES TO BE PROVIDED BY ZEITVIEW

A. Company hereby grants to Customer a non-sublicensable, non-transferable, non-exclusive subscription to access and use the Company Insights Platform ("**Platform**") online services by the number of Users identified in **Exhibit A** in accordance with this Agreement solely for Customer's internal business purposes and not for resale or to provide services to third parties. Customer is solely responsible for providing, at its own expense, all network access to the Platform, including, without limitation, acquiring, installing and maintaining all telecommunications equipment, hardware, software and other equipment as may be necessary to connect to, access and use the Platform

B. Access to the Platform cannot be shared with anyone other than a User, which is defined as the Customer's (or, as applicable, Customer's Affiliates) employees, independent contractors, agents, or other representatives who use of have access to the Platform solely on behalf of and for the benefit of the Customer (or Customer's Affiliates) as authorized under this Agreement ("**User**"). If Customer wishes to add additional Users, Customer will request such additional Users. Upon mutual execution of any such additional Order Form, Company shall make the available to the additional Users on the terms and conditions set forth in this Agreement and each executed additional Order Form.

3. CUSTOMER'S USE OF PLATFORM

A. Customer is solely responsible for Customer Data and will not provide, post or transmit any Customer Data or any other information, data or material that infringes or violates any intellectual property rights, publicity/privacy rights, law or regulation.

B. Without limiting any other warranty or obligation specified in this Agreement, during the term of this Agreement and thereafter in perpetuity, Company will not gather, store, or use

any Customer Data in any manner and will not disclose, distribute, sell, share, rent or otherwise transfer any Customer Data to any third party, except as Company may be expressly and reasonably directed in advance in writing by Customer. Company represents, covenants, and warrants that Company will use Customer Data only in compliance with Customer's written instructions, including without limitation its privacy policies then in effect and all applicable laws (including but not limited to policies and laws related to spamming, privacy, and consumer protection). Company hereby agrees to indemnify and hold harmless Customer and its directors, officers, agents, employees, members, subsidiaries and successors in interest from and against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of this Section. Company will maintain and enforce safety and physical security procedures with respect to its access to and maintenance of Customer Data that are (a) at least equal to industry standards for such types of locations; and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of Customer Data and all other data accessible by Company under this Agreement.

C. Customer will not, and will not attempt to: (a) reverse engineer, disassemble or decompile any component of the Company Technology; (b) knowingly interfere in any manner with the operation of the Platform, or the Company Technology or the hardware and network used to operate the Platform; (c) sublicense or transfer any of Customer's rights under this Agreement, except as otherwise provided in this Agreement, or otherwise use the Platform for the benefit of a third party other than an affiliate or to operate a service bureau; or (d) modify, copy or make derivative works based on any part of the Company Technology.

D. Company Technology may include "open source" software ("**Open Source Components**"), which are subject to their respective open source licenses. The terms of this Agreement will not apply with regards to the Open Source Components which components shall be solely governed by the terms of their respective licenses.

4. COMPENSATION

The Fees for the products & services shall be set out in the applicable order document ("**Order**"), which could come in the form of a Statement of Work ("**SOW**"), quote, proposal, or some other document which Company delivers to Customer specifying the Offering and Fees. Customer will pay to Company during the term of this Agreement compensation as defined in the applicable Order. All payments required by this Agreement exclude all sales, value-added, use, or other taxes and obligations, all of which Customer will be responsible for and will pay in full. If Company is obliged to collect or pay taxes on behalf of Customer, such taxes will be invoiced to Customer unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority or other documentation providing evidence that no tax should be charged. If Customer is required by law to withhold any taxes from any

payment to Company, Customer must provide Company with an official tax receipt or other appropriate documentation to support such tax withholdings.

5. BILLING

Access to the Platform requires you to purchase a subscription and to pay our monthly or annual subscription fees. Access to certain features of the Platform may require you to pay additional fees. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused.

Unless another method of billing is stated in the applicable Order, Customer will be invoiced monthly. The monthly subscription fee will be billed automatically at the beginning of each month. Customer shall pay each invoice within thirty (30) days of receipt. Customer will provide a written list of any disputed fees within ten (10) days of receipt of any invoice. The parties will cooperate in good faith to resolve any disputed parts of any invoice as promptly as commercially practical. Late payments on any invoice will accrue interest at a rate of 1 ½% per month, or the highest rate allowed by applicable law, whichever is lower. If Customer submits a purchase order as part of their purchase, there will be no purchase order terms accepted or incorporated into this Agreement and they will have no binding affect on Company.

6. CUSTOMER REPRESENTATIONS AND WARRANTIES

A. Customer it has the legal right, authority and power to enter into this Agreement, to extend the rights granted or to be granted to the other in this Agreement, and to fully perform its obligations hereunder and has not made and will not make any commitments to others in conflict with or in derogation of such rights or this Agreement. Customer will adhere in all material respects to all applicable laws, rules, and regulations in performing its obligations to Company hereunder.

B. Customer acknowledges that Company does not review the information collected during performance of the Services and exercises no control over the content of the information passing through the Customer's websites or other channels in control of Customer. Customer further acknowledges that it is the sole responsibility of Customer to ensure that the information it transmits and receives complies with all applicable laws and regulations.

C. Customer represents and warrants that Customer's services, products, materials, data, and information used by either Party in connection with this Agreement as well as Customer's and its permitted customers' and users' use of Services (collectively "Customer's Business") does not and will not during the term of this Agreement operate in any manner that would violate any applicable law, rule or regulation.

D. In the event of any breach, or reasonably anticipated breach, of any of Customer's warranties herein, in addition to any other remedies available at law or in equity, Company will have the right to immediately, in Company's sole discretion, suspend any related

Services if deemed reasonably necessary by Company to prevent any harm to Company or its business..

7. COMPANY REPRESENTATIONS AND WARRANTIES

A. Company it has the legal right, authority and power to enter into this Agreement, to extend the rights granted or to be granted to the other in this Agreement, and to fully perform its obligations hereunder and has not made and will not make any commitments to others in conflict with or in derogation of such rights or this Agreement. Company will adhere in all material respects to all applicable laws, rules, and regulations in performing its obligations to Customer hereunder.

B. Except for the express warranties made or referenced in this Agreement, neither party makes any warranties, express or implied, including without limitation any implied warranty of merchantability or of fitness for a particular purpose as to any items or services provided under this Agreement. Company does not warrant that the Services will be uninterrupted, error-free, or completely secure.

C. The services are provided on an "as is" basis, and customer's use of the services is at its own risk. Company does not make, and hereby disclaims, any and all other express or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage, or trade practice.

8. TERMINATION

A. Either party will have the right to terminate this Agreement, or any applicable Order, if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same. In the event that Customer fails to pay Company for any work hereunder in accordance with the payment provisions set forth in any applicable Order, Company shall have the right to terminate this Agreement without additional notice and shall be under no obligation to perform additional services for Customer.

B. Either party may immediately terminate this Agreement by written notice to the other Party if (i) the other Party ceases to do business or becomes insolvent, (ii) upon institution by the other Party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of debt, (iii) upon the institution of such proceedings against the other Party, which are not dismissed or otherwise resolved in such Party's favor within sixty (60) days thereafter, or (iv) upon the other Party making a general assignment for the benefit of creditors.

C. Upon the effective date of expiration or termination of this Agreement: (a) Company may immediately cease providing products & services hereunder; (b) any and all payment obligations of Customer under this Agreement for Services performed on or before the effective date of termination will become and payable in accordance with this Agreement

and any applicable SOW; (c) within thirty (30) days after such expiration or termination, each party shall return all Confidential Information of the other party in its possession at the time of expiration or termination and shall not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirements. Any Confidential Information retained for such record keeping requirements shall remain subject to the confidentiality provisions set forth herein for so long as such information is retained.

9. CANCELLATION AND RESHOOT POLICY

Cancellation and mission update requests should be submitted 24-hours prior to the scheduled flight date to avoid any cancellation fees. For requests that fall within 24 hours of flight, Company will attempt to accommodate if possible, but does not guarantee cancellation or update. No refunds shall be granted by Company after a mission has been completed. In the event Customer's assets do not pass quality standards, Company will work to reschedule flight for the next weather permitting date, when appropriate. All reshoot requests should be submitted within two (2) weeks of receiving final assets for consideration. Company does not provide re-shoots for conditions out of its control, including shadows, location activity, specific on-site shot direction/requests, haze, sun glare and FAA imposed altitude restrictions. Should pilots be denied property access and is turned away from a site, there will be a \$50 add-on cost to return to the location to complete an additional flight. Client agrees to obtain all applicable flight permissions prior to the mission re-scheduled date.

10. INTELLECTUAL PROPERTY

A. Any deliverables (including all components thereof and work product therein) supplied by Company pursuant to this Agreement (the "**Deliverables**") shall be owned in their entirety by Customer. The Deliverables will be works made for hire to the extent permitted by applicable law, and, Customer will retain all copyright, patent, trade secret, trademark and any other intellectual property or proprietary rights ("**Intellectual Property Rights**") in the Deliverables, provided, that Customer grants to Company a non-exclusive, worldwide, fully paid, royalty-free, perpetual, irrevocable license to the Deliverables, including without limitation, to use, reproduce, modify, display, perform, sublicense and distribute such Deliverables. If any of the Deliverables do not qualify as works made for hire, Company hereby assigns and agrees to assign to Customer all right, title and interest, including all associated Intellectual Property Rights, in and to the Deliverables. If reasonably requested by Customer, Company will execute a standard written assignment of such rights to Customer and any other documents and perform such other acts as are necessary for Customer to establish, perfect, protect and enforce its ownership of the Deliverable and the associated Intellectual Property Rights.

B. Customer shall own all right, title and interest in and to non-public information data provided by Customer to Company to enable to the provision of the Platform ("**Customer Data**"), provided that Customer is hereby providing to Company a worldwide, irrevocable, transferable, perpetual and royalty-free (except as otherwise stated herein) license to use

Customer Data or use of the data collected pursuant to the Deliverables in its anonymized form, in addition to site metadata including but not limited to component manufacturers, region of installation, dates of construction and installation and other descriptive site data where Company cannot be identified as well Company's own internal data processing and enrichment process, for which the license will survive the termination of this Agreement.

C. Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Platform and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data (so long as such information and data does not include Customer Data) to improve and enhance the Platform and for other development, diagnostic and corrective purposes in connection with the Platform and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

D. Company retains all right, title and interest in and to the Company Technology and all software, materials, formats, interfaces, information, data, content and Company proprietary information and technology used by Company to provide the Platform (the "**Company Technology**"), and that the Company Technology is protected by intellectual property rights owned by or licensed to Company. Other than as expressly set forth in this Agreement, no license or other rights in the Company Technology are granted to Customer and all such rights are hereby expressly reserved by Company.

E. Ownership of any proprietary technology used by either party pursuant to this Agreement shall remain with the originating party and no claim to ownership or right of use shall be made unless agreed upon in writing.

11. NON-SOLICITATION

During the period beginning on the date of this Agreement and ending on the first anniversary of the termination or expiration of this Agreement in accordance with its terms. Customer shall not, and shall ensure that its affiliates do not, directly or indirectly, solicit or attempt to solicit any employee, independent contractor or advisor or any other service provider of Company during such period.

12. CONFIDENTIALITY AND PROTECTION OF PROPRIETARY RIGHTS

A. Each party (as applicable, the "**Receiving Party**") agrees that in the course of performing its responsibilities under this Agreement it may be exposed to or acquire information which is proprietary to or confidential to the other party (as applicable, the "**Disclosing Party**") or its affiliated companies or their clients or to third parties to whom the Disclosing Party owes a duty of confidentiality. Any and all non-public information relating to the business or operations of the Disclosing Party obtained by the Receiving

Party or its personnel in the performance of this Agreement (the “**Confidential Information**”) will be deemed to be confidential and proprietary information of the Disclosing Party. The Receiving Party agrees to hold the Confidential Information in strict confidence and not to copy, reproduce, sell, assign, license, exploit, market, transfer or otherwise dispose of, give or disclose such information to third parties or to use such information for any purposes whatsoever other than the performance of this Agreement and any applicable Statement of Work and to advise each of its personnel who may be exposed to the Confidential Information of their obligations to keep such information confidential. The Receiving Party additionally agrees that it will not publicize, disclose or allow disclosure of any information about the Disclosing Party its present or former directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organization responsibilities, marketing matters and policies or procedures, with any reporter, author, producer or similar person or entity, or take any other action seeking to publicize or disclose any such information in any way likely to result in such information being made available to the general public in any form, including books, articles or writings of any other kind, as well as film, videotape, audiotape or any other medium. The Receiving Party hereby agrees to protect the confidentiality of the Disclosing Party’s business trade secrets, the Works, and propriety software, processes and specifications using the same degree of care, but no less than a reasonable degree of care, as such party uses to protect its own confidential information. The Receiving Party agrees to use the Confidential Information and proprietary information solely for purposes of fulfilling its obligations under this Agreement and not for the benefit of itself or any other party.

B. The Receiving Party may disclose Confidential Information received under this Agreement to persons within its organization or to attorneys and accountants only if such persons have a bona fide need to know and are bound by written instrument (confidentiality policy) or ethical duty to protect the confidentiality of such Confidential Information. Among other things, such instrument shall provide that the Receiving Party may use Confidential Information disclosed under this Agreement only for the purpose for which it was disclosed and in the furtherance of such Receiving Party’s obligations under this Agreement.

C. The Receiving Party acknowledges and agrees that the placement of a proprietary right notice by the Disclosing Party on any portion of the material does not mean that the material has been published and will not lessen such Receiving Party’s duties under this Section.

D. Each party agrees that it will comply all applicable laws relating to data privacy, including, without limitation, the Data Protection Act 1998 and Gramm-Leach-Bliley Acts, as the provisions thereof apply to them.

E. Each party shall treat the following as confidential under the provisions of this Agreement: (i) The Agreement itself; (ii) all other agreements or proposed agreements between Customer and Company; (iii) all Orders, exhibits, addenda, supplements, and

modifications to this Agreement and to any other written agreements or proposed agreements between the parties; and (iv) prices paid by Customer to Company.

F. In the event compulsory legal action is directed to a Receiving Party by a third person to obtain disclosure of Confidential Information or a business trade secret of the Disclosing Party, the Receiving Party shall promptly notify the Disclosing Party and furnish information concerning the nature of the proceedings, the forum, matter number(s), and identification of the parties, counsel and tribunal involved so that the Disclosing Party may seek, at its own expense, a protective order or other appropriate remedy and /or a waive the Receiving Party's compliance with the confidentiality provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that Disclosing Party grants a waiver hereunder, Receiving Party may furnish that portion (and only that portion) of the Confidential Information which, in the opinion of Receiving Party's counsel, it is legally required by applicable law to disclose and will exercise its commercially reasonable efforts to obtain reasonable assurance that confidential treatment will be accorded the Confidential Information so furnished, including the entry of a protective order where applicable.

G. This confidentiality provision is necessary for the protection of the business and goodwill of each party. Each party agrees that any breach of this confidentiality provision or of this Agreement will cause the non-breaching party substantial and irreparable harm and, therefore, in the event of such breach, in addition to any other legal remedies that may be available, the non-breaching party shall have the right to seek injunctive relief and any other equitable remedies to prevent or restrain any breach of this Agreement.

H. The Receiving Party shall notify the Disclosing Party of any infringement of any Confidential Information or a business trade secret caused by the Receiving Party as soon as reasonably practicable after the Receiving Party has knowledge of such infringement and shall reasonably cooperate with the Disclosing Party in connection with any investigation and legal proceeding relating to such infringement.

13. INDEMNIFICATION

Each party (the "**Indemnifying Party**") will defend, indemnify and hold the other party (the "**Indemnified Party**") harmless from and against any damages and liabilities awarded against the Indemnified Party and any costs and expenses, (including, without limitation, reasonable attorney's fees) reasonably incurred by the Indemnified Party with respect to any third party claim, suit, action or proceeding brought against the Indemnified Party to the extent that it is based upon a claim (i) that the Indemnifying Party's product(s), content or Intellectual Property Rights used by the Indemnified Party in accordance with this Agreement infringe any third party copyright, trade secret, trademark or patent, (ii) of wrongful death, bodily injury or physical destruction of tangible property to the extent resulting from any acts or omissions of the Indemnifying Party in the performance of its duties hereunder or resulting from the production, manufacture, sale, use, lease, consumption or promotion of the Indemnifying Party's products and/or services, (iii) of misrepresentation, misstatement and/or false or misleading statement by

the Indemnifying Party related to the Indemnifying Party's products and/or services, (iv) the negligence or wilful misconduct of the Indemnifying Party, and/or (v) a breach by the Indemnifying Party of any representation, warranty, or covenant set forth in this Agreement. The Indemnifying Party shall not be liable hereunder for any settlement made by the Indemnified Party without the Indemnifying Party's advance written approval or for any award from any action in which the Indemnifying Party was not granted control of the defense and the Parties agree to cooperate in good faith in the defense of any legal action or suit that causes one party to invoke an indemnity hereunder. The Indemnifying Party's obligations hereunder are contingent on the following conditions:

1. the Indemnified Party must notify the Indemnifying Party in writing promptly (but in no event later than thirty (30) days) after the Indemnified Party becomes aware of a claim or the possibility thereof; provided, however, that failure to give prompt notice shall not relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered actual material prejudice by such failure);
2. the Indemnified Party must grant the Indemnifying Party the sole control of the settlement, compromise, negotiation, and defense of any such action, provided that the Indemnified Party shall be entitled to participate in such action at its own expense, and provided that the Indemnified Party shall have the right to approve any settlement requiring the Indemnified Party to pay any money, transfer any property or to undertake any action or obligation other than a release of claims (such approval not to be unreasonably withheld, delayed or conditioned); and
3. the Indemnified Party must provide the Indemnifying Party with all information related to the action that is reasonably requested by the Indemnifying Party.

14. LIMITATION OF LIABILITY AND DISCLAIMER

Except as specifically set forth in this agreement (including any exhibit hereto) and to the maximum extent permitted by applicable law, each party hereby agrees that the foregoing representations and warranties constitute such party's sole and exclusive representations and warranties under this agreement. Each party, with respect to its own products and services, makes no, and disclaims any, warranty of fitness for a particular purpose or merchantability and any warranty against interference with quiet enjoyment. No oral or written information or advice given by such party shall create a warranty or in any way increase the scope of the aforementioned representations and warranties. Except for the warranties set forth above, each party expressly disclaims any and all warranties, whether express or implied, including without limitation, all express warranties, if any, made by such party. The foregoing exclusions and disclaimers are an essential part of this agreement. Furthermore, neither party warrants that its products, services or deliverables will be uninterrupted or error-free.

Neither party, nor any of its directors, officers, employees or affiliates, shall be liable to the other party for incidental, special or consequential damages of any kind, including economic damage,

injury to property, lost profits, loss of business opportunity or punitive damages, regardless of whether such party shall be advised, shall have other reason to know, or in fact shall know of the possibility of the foregoing. Except for liability arising from, in connection with, or as a result of instances of (i) gross negligence, fraud, willful or criminal misconduct by a party, including its employees, agents, or subcontractors; (ii) damages awarded to a third party for which a party is obligated to indemnify the other party under this agreement; (iii) breach by either party of its confidentiality obligations; or (iv) infringement or misappropriation of intellectual property rights, the total liability of each party, whether in contract, tort (including negligence) or otherwise and whether in connection with this agreement or any collateral contract, shall in no circumstances exceed a sum equal to the sum of fees paid in the twelve months prior to the breach.

Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except that either party may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns. Customer acknowledges and agrees that some or all of the Services shall be performed by independent contractors of Company and the use of Company of such independent contractors shall not be construed as an assignment hereunder.

15. GENERAL

A. This Agreement shall be construed and enforced in accordance with the laws of the State of California without giving effect to conflict of laws. All claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the parties for resolution. In the event that the parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved party to the other party, the aggrieved party shall be free to pursue all remedies available at law or in equity in the applicable court of law.

B. Notwithstanding Section 12 hereof, Company may refer on its website and in its sales, investment, and financing-oriented presentations, the fact that the Customer is a Customer of Company and may utilize the Customer's by trade name and trademark.

C. Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, provided that either party may assign this Agreement in whole or in part to any of its Affiliates or as part of a corporate reorganization, consolidation, merger, acquisition, change of control, or sale of all or substantially all of its assets and/or stock, of any similar transaction without any prior written consent. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns. Customer acknowledges and agrees that some or all of the Services shall be performed by independent contractors of Company and the use of Company of such independent contractors shall not be construed as an assignment hereunder.

D. Any notice or communication required or permitted to be given hereunder will be in writing, will reference this Agreement, and will be addressed to (i) 4275 Executive Square Suite 200 #1004 San Diego, CA 92037 United States and CC'd to legal@zeitview.com and (ii) to Customer, to the address indicated on the Order, or at such other address as previously designated for such purpose. Such notice will be deemed to have been given as of the date it is delivered, mailed or sent, whichever is earlier.

E. If any part, term or provision of this Agreement is held to be illegal or in conflict with any law applicable to this Agreement, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term and provision held to be invalid.

F. Company and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Company and Customer. Neither Company nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

G. The section headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

H. This Agreement, including any Order and all other documents, incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Any contradictory or purchase order terms that Customer may provide in connection with an Order shall be deemed null and void. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

I. Neither Party will be responsible for any failure to perform its obligations (other than payment obligations) under this Agreement attributable in whole or in part to the other Party's fault or negligence and/or to any cause beyond its reasonable control, including but not limited to acts of God, government actions, war, or civil disturbance.

J. The following provisions of this Agreement shall survive its termination: 4, 6, 7, 8, 10, 11, 12, 13, 14, and 15 and all payment obligations incurred prior to the termination or expiration of this Agreement will survive termination or expiration.

Review our Legacy [Terms and Conditions](#)