

TERMS & CONDITIONS

Drug Product – Development and Manufacture of Drug Product

1. AGREEMENT AND ACCEPTANCE: These Terms and Conditions govern the performance of Services (as defined below) and sale of Deliverables (as defined below) by Supplier (as defined below) to Customer (as defined below). These Terms and Conditions, along with the Supplier form to which these Terms and Conditions are incorporated by reference (the “Proposal”), constitute a binding contract between Customer and Supplier and are referred to herein as the “Agreement.” To the extent the terms of these Terms and Conditions conflict with any terms of the Proposal, the terms of these Terms and Conditions shall control. The terms and conditions of the performance of Services and sale of Deliverables are limited to those contained in this Agreement and any additional or different terms or conditions in any form delivered by Customer are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. By engaging Supplier to perform Services and provide Deliverables, Customer agrees to be bound by and accepts these Terms and Conditions unless Customer and Supplier have entered into a separate services or supply agreement governing such Services and/or Deliverables, in which case such other agreement will govern over these Terms and Conditions. For purposes of this Agreement, any documentation, report, drug product (the “Product”), process, material or good generated in the performance of Services and required to be provided to Customer as set forth in the Proposal shall be referred to as a “Deliverable” or “Deliverables” and Supplier’s performance of any services set forth in the Proposal, including but not limited to, research services, formulation development, drug substance services, pharmaceutical sciences services, packaging and logistic services, consulting services, clinical sciences services, registration or validation batches or other services involving scale-up or developmental manufacture of drug product shall be generally referred to as “Services.” For purposes of this Agreement, “Supplier” refers to Curia Global, Inc. and/or any of its direct or indirect subsidiaries who are performing Services and providing Deliverables hereunder, and “Customer” refers to the entity contracting for such Services and Deliverables.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

2. CUSTOMER OBLIGATIONS: Customer shall timely provide sufficient quantities of all products, materials (including without limitation, active pharmaceutical ingredient) and processes to be supplied by or on behalf of Customer to Supplier as set forth in the Proposal, including without limitation, active pharmaceutical ingredient (“Customer Materials”). Customer shall be fully responsible for all Customer Materials and their associated testing unless otherwise agreed upon by the parties in the Proposal. Customer will promptly provide safety and toxicology data and information (both known and suspected, including a safety data sheet) for any compound prior to project initiation, as well as updates as information becomes available. Customer agrees that it is responsible for providing adequate insurance coverage for its active pharmaceutical ingredient (API) and other materials it supplies while in transit and while physically located at Supplier facilities. Customer further agrees that it has legal title and risk of loss at all times for Customer Materials.

3. PERFORMANCE OF SERVICES/ MANUFACTURE OF PRODUCT: Customer acknowledges and agrees that the Services, including without limitation, the manufacture of Product prior to the establishment of a validated manufacturing process, are of an experimental nature, specific results are unable to be guaranteed, and until a manufacturing process is optimized and validated under GMP conditions, there is no assurance that the results, specifications or yield of a given batch of Product (collectively, the “Specifications”) will be exactly as set forth in the Agreement. Customer is obligated to pay for, and Supplier shall have no liability for, all Services and Deliverables even if the Services do not achieve the desired results or the Product manufactured does not conform to Specifications, unless such failure is caused by Supplier’s gross negligence or willful misconduct. In the event of such a failure due to Supplier’s gross negligence or willful misconduct, Supplier shall have, in its sole discretion, the right to either re-perform the relevant Services at no further cost to Customer (provided Customer pays for the conforming replacement Services to the extent Customer has not already paid for the non-conforming Services) or to credit to Customer the amount paid by Customer for such Services. Further, Customer shall be responsible for supplying sufficient quantities of API and other Customer Materials, as necessary for Supplier to complete such replacement, at Customer’s expense. The foregoing remedy shall be Customer’s sole and exclusive remedy for any failure of Services to conform to Specifications. Supplier’s standard quality practices will govern the performance of Services unless the parties have entered into a specific quality agreement, in which case that quality agreement will apply. If the parties have entered into a specific quality agreement for the performance of Services, the terms of this Agreement shall govern in the event of a conflict between the provisions hereof and any provision in the quality agreement, except to the extent that such provision relates to compliance with GMP requirements and/or applicable regulatory laws and regulations, in which case the quality agreement’s provision shall govern.

4. DELIVERY; STORAGE: Title to and risk of loss of each tangible Deliverable, including Product, shall transfer from Supplier to Customer upon delivery of such Deliverable EXW Supplier’s facility (Incoterms 2020) (“Delivery”). For Product, evidence of Delivery will be through the issuance of the completed batch record or certificate of analysis to Customer. Customer is responsible for transportation of the Deliverables to Customer’s final destination, at the sole risk and expense of Customer. For the avoidance of doubt, Customer is responsible for arranging pick up by the carrier and all shipping costs and risks. Should Customer request Supplier to assist with any arrangements with the carrier, such arrangements will be made by Supplier on behalf of Customer in accordance with Customer’s applicable instructions and at the sole risk and expense of Customer. If Customer does not pick up a Deliverable upon Delivery by Supplier, Supplier shall store such Deliverable at Supplier’s facilities or a third party storage location for thirty (30) days at no cost and, thereafter, at a monthly storage charge to Customer for the duration of storage, billed at Supplier’s (or third party’s, as applicable) then current standard monthly storage fees and minimums, pro-rated for any partial month. For all Deliverables stored by Supplier, Customer agrees that: (i) Customer has title and risk of ownership; (ii) Customer has made a fixed commitment to purchase such Deliverable; (iii) Customer is responsible for any decrease in market value of such Deliverable that relates to factors and circumstances outside of Supplier’s control; (iv) Customer is responsible for obtaining insurance of such Deliverable during the storage period, if desired; and (v) Customer is responsible for transportation of the Deliverable to Customer’s final destination, at the sole risk and expense of Customer.

5. RESCHEDULING AND CANCELLATION FEES: Supplier will not be liable to Customer nor be deemed to have breached this Agreement for errors, delays or other consequences arising from Customer’s failure to provide necessary documents, materials or information as agreed and/or in a timely manner. Nor will Supplier be liable to Customer if Customer fails to otherwise reasonably cooperate in order for Supplier to perform its obligations, and any such failure by Customer will automatically extend any affected timelines by a time period that reasonably takes into account such failure in

providing documents, materials, information or cooperation. Customer may not cancel or reschedule any Service without Supplier's prior approval. If, upon Supplier's prior approval, Customer cancels or reschedules any Service for any reason (which shall include but not be limited to delay in performance of Customer's obligations to provide documentation, approvals, API and other materials which meet the applicable required specifications), then Customer shall, in addition to paying Supplier for all Services performed up to and including the date on which Supplier receives written notice of such cancellation or rescheduling ("Notice"), also pay to Supplier the cancellation and rescheduling fees set forth herein. With respect to the cancellation or rescheduling of all Services other than the manufacture of Product, Customer shall pay to Supplier 100% of the fees of such Services having a scheduled start date within thirty (30) days after the date of Supplier's receipt of the Notice. With respect to the cancellation or rescheduling of Services relating to the manufacture of Product, Customer shall pay to Supplier the following cancellation or rescheduling fees (expressed as a percentage of the price for the applicable batch of Product). In addition to any such rescheduling or cancellation fee, Customer shall also reimburse Supplier for all nonrefundable costs actually incurred by Supplier. In the event Supplier agrees, in its sole discretion, to expedite any Services under this Agreement, Customer shall be charged a twenty percent (20%) expediting fee.

Number of days before scheduled manufacturing date when Notice received*	Rescheduling Fee	Cancellation Fee
> 60 days	No Charge	100%
31 - 60 days	50%	100%
0 - 30 days	100%	100%

*In the event any cancellation by Customer occurs after commencement of manufacturing but prior to completion, it shall be deemed to have occurred with zero (0) days' notice. Further, Services rescheduled, delayed or put on hold more than once or rescheduled, delayed or put on hold beyond ninety (90) days of the initial scheduled manufacturing date shall be deemed to have been cancelled, unless otherwise mutually agreed upon in writing.

6. ANCILLARY SERVICES: The pricing set forth in this Agreement applies only to the Services expressly identified in the Proposal. Any increase or change to the scope of these Services, including, without limitation, analytical testing beyond regulatory requirements, supply of reference standards, technology transfer to third parties, regulatory consulting and support, re-drafting/re-formatting of reports, or out-of-specifications investigations, will require a price change and must be memorialized in a written change order executed by both parties ("Change Order"). Notwithstanding anything to the contrary herein, Supplier shall not be in breach of this Agreement in the event Supplier stops performance pending approval and signature of such Change Order by Customer. Supplier shall invoice Customer, and Customer shall pay Supplier, as such charges are incurred for any ancillary services at Supplier's then-current rates for such services.

7. PRICING/ PAYMENT: Customer shall pay to Supplier the price for the Services and Deliverables set forth in the Proposal. Unless otherwise agreed in the Proposal, Supplier shall invoice Customer (i) for Services, as such work is completed, and (ii) for Deliverables, upon Delivery thereof. Customer shall pay all undisputed invoices in full, or the portion of any invoice not in dispute, within thirty (30) days of the date of such invoice. All payments shall be made by bank wire transfer or ACH to Supplier's designated bank account. In the event payment is not received by Supplier within five (5) days after the due date for such payment, then such unpaid amount shall accrue interest at the rate of one percent (1%) per month (or the maximum amount allowed by applicable law if less than 1% per month) compounded monthly until paid in full. Any taxes, duties or fees applicable to the sale, export or import of Customer Materials or Deliverables or otherwise related to the performance of work under this Agreement (other than taxes based upon Supplier's income) shall be borne solely by Customer, and Customer shall reimburse Supplier for any such taxes, duties or other fees paid by Supplier.

8. CONFIDENTIAL INFORMATION: Confidential information means any confidential or proprietary scientific, technical, trade, business and/or financial information of the disclosing party or its affiliates, provided or disclosed by the disclosing party to the other party or which become known to the other party, in any form and whether or not marked as "confidential." Supplier and Customer agree that they will not disclose the other party's confidential information to any third party without the prior written consent of the other party except as required by law, regulation or court or administrative order; provided, however, that prior to making any such legally required disclosure, the party making such disclosure shall give the other party as much prior notice of the requirement for and contents of such disclosure as is practicable under the circumstances. Notwithstanding the foregoing, each party may disclose the other party's confidential information to any of its employees, representatives or affiliates under this Agreement that (A) need to know such confidential information for the purpose of performing under this Agreement, and (B) are bound by written confidentiality obligations no less stringent than those set forth in this Agreement. Each party agrees that it shall not use the other party's confidential information except for purposes of fulfilling its obligations under this Agreement. Notwithstanding anything to the contrary herein, the obligations of confidentiality and non-use under this Agreement will not apply to confidential information that (i) is or becomes generally available to the public or within the industry to which such information relates other than as a result of a breach of this Agreement, or (ii) is already known by the receiving party at the time of disclosure as evidenced by the receiving party's written records, or (iii) becomes available to the receiving party on a non-confidential basis from a source that is entitled to disclose it on a non-confidential basis, or (iv) was or is independently developed by or for the receiving party without use of the disclosing party's confidential information. Upon termination of this Agreement, the receiving party shall, upon request of the disclosing party, promptly return, within thirty (30) days, all confidential information, received or accessed, including any copies thereof, and cease its use or, promptly destroy the same and certify such destruction to the disclosing party; except for a single copy thereof, which may be retained for the sole purpose of determining the scope of the obligations incurred under this Agreement and except for any computer files created during automatic system back-up. The obligations of this Section 8 will terminate five (5) years from the expiration of this Agreement.

9. REGULATORY CORRESPONDENCE: Customer shall make available to Supplier the Supplier-specific portions of all regulatory applications and amendments thereto and all correspondence with a regulatory authority, in each case relating to the Services or Deliverables, including without limitation, an IND, NDA, ANDA, 505(b)(2) and DMF or their equivalent applications in foreign jurisdictions. For purposes of the foregoing sentence, "Supplier-specific portions" shall mean those sections of the regulatory applications, amendments or correspondence that reference Supplier's systems, documentation, facilities or capabilities. Customer agrees to incorporate all changes provided by Supplier which correct for factual inaccuracies and to reasonably consider all other comments.

Customer shall provide this information, and Supplier shall review, in accordance with the following:

- (a) Original Applications/ Amendments Not Requested by Regulatory Authority: Customer shall provide sixty (60) days prior notice of its intent to file. Upon receipt of the draft application or amendment, Supplier shall provide any comments to Customer within ten (10) business days.
- (b) Amendments/ Responses Requested by a Regulatory Authority: Customer shall notify Supplier of the request by the regulatory authority within twenty-four (24) hours of receipt of request. Upon receipt of the draft amendment or response, Supplier shall provide any comments to Customer within four (4) business days.

Customer represents and warrants that any reference to Supplier or its systems, documentation, facilities or capabilities made in a regulatory filing or regulatory correspondence shall be factually accurate, and Customer agrees to indemnify Supplier for any costs, expenses or damages resulting from an inaccuracy in such references (provided that Customer shall in no event be responsible for any costs, expenses or damages resulting from an inaccuracy in a Supplier reference which Supplier reviewed and approved).

10. **INTELLECTUAL PROPERTY**: Each party acknowledges that all confidential information and intellectual property rights generated by the other party before the date of commencement of Services or developed thereafter independently from the performance of Services (“Background IP”) will at all times remain in the ownership of such other party. Other than improvements to Supplier’s Background IP or intellectual property rights that are of general applicability to the Supplier’s service offerings as a contract research, development and manufacturing organization (which, in no event, incorporate the confidential information of Customer), all intellectual property rights generated from the performance of the Services shall belong to Customer provided Customer satisfies in full its payment obligations under the Agreement. Supplier shall promptly and fully disclose any Customer intellectual property generated as a result of the Services and Supplier shall take steps necessary or as requested by Customer to vest title to such intellectual property in Customer, at Customer’s expense. Supplier grants Customer a worldwide, royalty-free, non-exclusive license with the right to sub-license any and all Supplier intellectual property rights to the extent necessary for the limited purpose of using Deliverables provided under this Agreement.

11. **EQUIPMENT**: In the event any Customer-owned or Customer-dedicated equipment is required to be utilized in the performance of the Services, Customer shall bear the costs of any maintenance and/or repair of such equipment. Customer shall also be responsible for obtaining adequate insurance for such equipment, if desired.

12. **WARRANTIES; DISCLAIMER**: Customer represents and warrants that (I) any and all Customer Materials will not infringe on any third party’s intellectual property rights; and (II) Customer will comply with all applicable laws in relation to its use of the Deliverables. SUPPLIER MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES OR FITNESS FOR A PARTICULAR PURPOSE.

13. **LIMITATION OF LIABILITY**: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT OR INCIDENTAL DAMAGES OF THE OTHER PARTY OR ITS RELATED INDEMNIFIED PARTIES, INCLUDING ANY LOST PROFITS OR ANY LOST REVENUES RELATING TO THE PERFORMANCE OF THIS AGREEMENT WHETHER SUCH LIABILITY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE. THE FOREGOING WAIVER SHALL IN NO EVENT LIMIT CUSTOMER’S INDEMNITY OBLIGATIONS HEREUNDER. SUPPLIER’S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO SUPPLIER FOR THE SERVICES AT ISSUE/ DELIVERABLE GIVING RISE TO SUCH LIABILITIES, CLAIMS OR OBLIGATIONS, MINUS ANY THIRD-PARTY PASS THROUGH EXPENSES. SUPPLIER SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT FOR LOSSES OF ACTIVE PHARMACEUTICAL INGREDIENT OR OTHER CUSTOMER MATERIALS.

14. **INDEMNIFICATION**: Customer shall indemnify, defend and hold harmless Supplier and its affiliates and their respective directors, officers and employees from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) resulting from or arising out of any suit, demand, claim or action by any third party (“Losses”) to the extent arising out of (i) the marketing, sale, distribution, further development of or use of the Services and/or Deliverables, including, but not limited to, use in human subjects, or any side effects, contraindications, illness, and/or death resulting from use of the Services and/or Deliverables (whether based on strict liability, inherent design defect, negligence, failure to warn, breach of contracts or any other theory of liability); (ii) infringement of third party intellectual property by Customer’s intellectual property, Product or Customer Materials; or (iii) Customer’s negligence or willful misconduct.

15. **LITIGATION SUPPORT**: In the event a subpoena or other court order requiring personal appearance or production of documents is received by Supplier in respect of litigation that Customer is involved in and to which Supplier is not a party, Customer agrees that Supplier shall obtain its own counsel and Customer agrees to indemnify Supplier from and against any and all costs and expenses (including reasonable legal fees and expenses) reasonably relating to responding to such subpoena and any required internal investigations. In the event Customer requests Supplier’s assistance in any litigation that Customer is involved in and to which Supplier is not a party (which assistance may include, without limitation, production of documents), Customer shall pay Supplier for any agreed-to assistance at Supplier’s then-current rates as determined based on timing of the request, resource demand, and any business disruption that may be caused by such request.

16. **RECALLS**: In the event any regulatory authority issues, or Customer voluntarily undertakes, a recall of any Deliverable or any finished dosage form pharmaceutical product containing any Deliverable, Supplier and Customer shall fully cooperate with each other in connection therewith. Supplier shall comply with such a request, directive, order or determination and any and all fees associated with such compliance shall be borne by Customer. Notwithstanding the foregoing, Customer shall bear the expenses of any recall of any Deliverable or any finished dosage form pharmaceutical product containing Deliverable, and in no event shall Supplier or its affiliates be financially responsible for the costs of, or associated with, any such recall.

17. **INSURANCE**: Each party shall procure and maintain at its own expense appropriate product and commercial liability insurance with respect to the conduct and performance of the work under this Agreement and use or sale of the Deliverables, as each party customarily maintains with respect to

similar activities. Customer is responsible for maintaining insurance on all materials that it has, or retains, title to (including without limitation, API), if insurance coverage of such materials is desired by Customer.

18. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns, and any entity that acquires rights to the Services and/or Deliverables that are the subject hereof. Customer may not transfer or assign, by operation of law or otherwise, its rights or obligations under this Agreement, in whole or in part, without Supplier's written consent, which consent shall not be unreasonably withheld. Supplier may transfer or assign its rights or obligations under this Agreement, in whole or in part, without Customer's written consent (i) to an affiliate, or (ii) in the event of (x) a merger or consolidation of Supplier, (y) a transaction or series of related transactions in which a third party becomes the beneficial owner of 50% or more of the combined voting power of the outstanding securities of Supplier, or (z) the sale of all or substantially all of the assets of Supplier (for the avoidance of doubt, each of these clauses (x), (y) and (z) shall apply to a division, site, specific business unit or affiliate of Supplier).

19. **TERM/ TERMINATION BY SUPPLIER:** This Agreement will be effective on the date that it has been fully executed by both parties and will expire, unless earlier terminated in accordance with this Section 19, upon the completion of all outstanding Services to be provided by Supplier hereunder. Each of the following shall constitute a default by Customer for purposes of this Agreement: (i) the insolvency of Customer, (ii) any assignment for the benefit of creditors of Customer, (iii) the voluntary or involuntary filing of a petition order or other decree in bankruptcy by or against Customer, (iv) the commencement of any proceeding, under court supervision or otherwise, for liquidation of, reorganization of, or the composition, extension, arrangement or readjustment of the obligations of Customer, and (v) failure by Customer to comply with any of the provisions of this Agreement, including without limitation failure to pay invoices in a timely manner. In the event of a default by Customer which is not cured within thirty (30) days of receiving a notice thereof, Supplier may terminate this Agreement immediately upon written notice; provided however, that failure to pay amounts due under this Agreement within fifteen (15) days after such payments are due shall relieve Supplier of any further obligation to perform under this Agreement until all outstanding payments are settled.

20. **EFFECT OF TERMINATION:** Upon termination of this Agreement as set forth in Section 19, Supplier shall invoice Customer for, and Customer shall pay (i) the price for Deliverables previously Delivered and not yet paid, (ii) the price of completed or in-process Services or Deliverables not yet delivered, and (iii) other actual costs and expenses, including, without limitation, labor, incurred by Supplier and relating to decommissioning activities or otherwise attributable to the Services and/or Deliverables. Without limiting the foregoing, upon termination of this Agreement and subject to receipt of any applicable payments, Supplier shall, upon request of Customer, either dispose of or ship to Customer all Customer Materials and Deliverables in Supplier's possession and Customer shall pay all costs associated therewith.

21. **WAIVER; SEVERABILITY:** Failure by Supplier to insist upon strict compliance with any terms of this Agreement in any one or more instances will not be deemed to be a waiver of its rights to insist upon strict compliance with respect to any subsequent failure. If any term of this Agreement is declared invalid or unenforceable by a court or other body of competent jurisdiction, the remaining terms of this Agreement will continue in full force and effect.

22. **BRIBERY AND CORRUPT PRACTICES:** Both parties are committed to complying with all applicable anti-corruption laws, regulations and policies worldwide and expect their customers, suppliers and business partners to comply with all such laws that prohibit the making, offering or promise of any payment of anything of value, directly or indirectly, to a government official or a government agency ("Officials"), when the payment is intended to influence an act or decision or the retention of business. Accordingly, each party represents, warrants and covenants that it shall comply with all applicable anti-corruption laws, rules and regulations, including but not limited to the United States Foreign Corrupt Practices Act and the UK Bribery Act, and that it shall not make any payment of money, gifts, services or anything of value either directly or indirectly, to an Official, when the payment is intended to influence an act or decision or the retention of business or otherwise gain an improper business advantage.

23. **PERSONAL DATA PROTECTION:** Each party acknowledges and agrees, and hereby expressly consents, as follows: (i) in the performance of this Agreement, and the delivery of any documentation hereunder, Personal Data (as defined below) may be generated, disclosed to a party to this Agreement, and may be incorporated into files processed by either party or by the affiliates of either party; (ii) Personal Data will be stored as long as such data is necessary for the performance of this Agreement, as well as for maintaining historical records; (iii) it represents and warrants that it has all legal right and authority to disclose any Personal Data of any third party it discloses to the other party to this Agreement, and that it has obtained the necessary consents from the relevant third party data subjects to so disclose such Personal Data; (iv) it has been informed of the existence of its right to request access to, removal of or restriction on the processing of its Personal Data, as well as to withdraw consent at any time; and (v) it acknowledges its right to file a complaint with the Personal Data supervisory authority in the relevant jurisdiction. As used herein, "Personal Data" shall be as defined in Article 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) or any other applicable data protection legislation.

24. **SANCTIONS, TRADE CONTROLS AND ANTI-MONEY LAUNDERING COMPLIANCE:** Each party represents and warrants that (i) neither it nor any of its affiliates, officers, directors or employees involved in the execution of this contract (including those participating in negotiations, meetings or acting as signatories of contractual documents), is: (a) a person or entity that appears on the Specially Designated Nationals and Blocked Persons List, the Sectoral Sanctions List or the Foreign Sanctions Evaders List maintained by the U.S. Treasury Department's Office of Foreign Assets and Control ("OFAC") or any other blocked, restricted, sanctioned or denied parties list maintained by the U.S. government (including any department thereof) or any other government having jurisdiction over the transaction between the parties or (b) a person or entity with whom a U.S. person (as defined by the laws and regulations administered by OFAC, 31 C.F.R. Parts 500-598 (the "OFAC Regulations")) or a person subject to the jurisdiction of the United States (as defined by the OFAC Regulations) is otherwise prohibited from dealing with under the OFAC Regulations (a "Sanctions Target"); (ii) it is not, directly or indirectly, 50% or more owned in the aggregate by one or more Sanctions Target(s) or controlled by, or under common control with, or acting for the benefit of or on behalf of, any Sanctions Target; and (iii) it is in compliance with all applicable U.S. and global anti-money laundering laws and regulations, and the financial transactions and/or financial institutions involved in the transaction with the other party, were, and is and will be, at all times, in full compliance with any special designations, rules or proposed rules promulgated pursuant to Section 311 of the USA Patriot Act. Further, Customer represents and warrants that Customer will not export or re-export any goods, technology or software in any manner in connection with the transaction with Supplier that violates any applicable national or international export control law, executive order, regulation, rule or sanction, including,

but not limited to, the OFAC Regulations, the United States Export Administration Regulations, 15 C.F.R. Parts 730-774, the International Traffic in Arms Regulations, 22 C.F.R. Part 120 et seq., the Export Administration Act, the International Emergency Economic Powers Act, the Trading with the Enemy Act, the Iran Sanctions Act, the Comprehensive Iran Sanctions, Accountability, and Divestment Act, the Trade Sanctions Reform and Export Enhancement Act of 2000 or any OFAC sanctions program; specifically, Customer certifies that Customer and its owners are not "Military End-Users" as such terms are defined in relevant regulations, and the Deliverables purchased from Supplier are not intended for, and will not be diverted to, any military use, and will not be further transferred or re-exported to a military end-user. Either party shall be entitled to terminate the Agreement or stop or withhold performance (including Delivery) hereunder, without any liability whatsoever, in the event of any breach of the statements, representations and warranties contained hereinabove by the other party, and if it would, in such party's reasonable opinion, violate any applicable sanctions or trade control or anti-money laundering laws.

25. FORCE MAJEURE: Supplier shall not be liable in damages for, nor shall this Agreement be terminable or cancellable by reason of, any delay or default in Supplier's performance hereunder if such default or delay is caused by events beyond Supplier's reasonable control including, but not limited to, acts of God, regulation or law or other action or failure to act of any government or agency thereof, war or insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances, epidemic, or failure of suppliers, public utilities or common carriers; provided, however that Supplier shall promptly notify Customer of such cause(s) beyond its reasonable control, and Supplier shall use all reasonable efforts to reinstate its ongoing obligations to Customer. If the cause(s) shall continue unabated for one hundred eighty (180) days, then both parties shall discuss and negotiate in good faith any required modification to this Agreement.

26. GOVERNING LAW; ARBITRATION: This Agreement shall be governed by and construed under the laws of the State of New York, without regard to its principles of conflicts of law; provided that if a court or arbitral tribunal of competent jurisdiction that is presiding over a dispute arising from or related to this Agreement rejects said choice of law, then this Agreement shall be governed by, interpreted and construed in accordance with the laws of the jurisdiction where Supplier is incorporated or formed, without regard to its principles of conflicts of law. All disputes arising from or related to this Agreement shall be submitted to arbitration in Albany, New York, (or at a location agreed to by the parties) under the Commercial Arbitration Rules then prevailing of the American Arbitration Association (if Supplier is incorporated or formed within the United States) or in London, United Kingdom (or at a location agreed to by the parties) under the then prevailing Rules of Arbitration of the London Court of International Arbitration (LCIA) (if Supplier is incorporated or formed outside of the United States). Judgment may be entered on any award in a court of competent jurisdiction.