

## TERMS OF SERVICE

These JLL Asset Beacon Terms of Service, the Service Level Agreement and supplemental documents referenced hereinafter shall be deemed incorporated into and are applicable to each order form ("**Order Form**") (collectively referred to as the "**Agreement**") signed between the relevant Jones Lang Lasalle legal entity ("**JLL**") and Customer ("**Customer**"). JLL and Customer are hereinafter referred to separately as "**Party**" and jointly as "**Parties**". In this Agreement, (a) "include" or "including" means "including, but not limited to," and (b) examples are illustrative and not the sole examples for a particular concept. The Parties hereby agree as follows:

CUSTOMER IS EXPRESSLY ACCEPTING THE TERMS OF THIS AGREEMENT BY EITHER: (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING THE PLATFORM. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A PERSON OR ENTITY, HE/SHE REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO BIND THE ENTITY AND ITS AFFILIATES THAT HE/SHE ASSERTS TO REPRESENT TO THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" REFERS TO SUCH ENTITY AND ITS AFFILIATES.

JLL may change this Agreement from time to time at its sole discretion, and if it makes any material changes, it will reasonably attempt to notify Customer by sending Customer an email to the last email address Customer provided to JLL, or by posting a notice on the JLL website. Therefore, Customer agrees to promptly notify JLL of any changes in Customer's email address. Any material changes to this Agreement will be effective upon the earlier of the dispatch of the email notice to Customer or the date of posting of notice of the changes on the JLL website and shall be evidenced by a new Effective Date defined below. These changes will be effective immediately for new Authorized Users (as hereinafter defined) of the Software and/or Platform. JLL may require Customer to provide consent to the updated Agreement before further use of the Software and/or Platform is permitted. Otherwise, Customer's continued use of the either the Software or Platform constitutes Customer's acceptance of any and all changes. Customer shall regularly check JLL's website to view the then-current Agreement.

1. **Term.** The term of the Agreement is specified in each applicable Order Form unless otherwise terminated earlier by either party in accordance with Section 3.
  - 1.1. "Order Form" means the applicable ordering document for access to the Platform or other non-recurring services that references these Terms of Service.
2. **Renewal.** At the end of the Initial Term, the Order Form will automatically renew for consecutive periods of twelve (12) months (each year a "**Renewal Term**"), unless either Party notifies the other Party in writing of its intent not to renew the Order Form (which may be by e-mail) at least sixty (60) days prior to the expiration of the current term. Hereinafter in this Agreement, reference to the "**Term**" shall mean either, or collectively, the Initial Term and subsequent Renewal Term as the context may require.
3. **Termination For Cause.** During the Term, either Party may terminate this Agreement or any Order Form (i) for material breach or a series of breaches by the other Party, if such breach(es) is(are) not cured within thirty (30) days after written notice to the breaching Party; or (ii) where the other Party is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days. JLL may terminate this Agreement or any Order Form, modify, suspend or terminate any or all rights or access to the Platform if, in JLL's sole reasonable judgment, use of the Platform (i) violates applicable law, court order, or governmental order; or (ii) an Authorized User or Customer's use infringes or is suspected of violating Platform's Terms of Service or EULA (as hereinafter defined).
4. **Effect of Termination.** Customer's right (and that of its Authorized Users) to access and use the Platform shall immediately terminate on the date of termination. In the case of termination based upon a material breach or series

of breaches by the Customer, Customer shall pay JLL for the use of the Platform for the remainder of the Term.

In all other instances of termination, Customer shall pay JLL for the use of the Platform up until and including the date of termination of this Agreement or the relevant Order Form, and JLL shall refund any fees that have been pre-paid by the Customer for the remainder of the Term. Those provisions which, by their nature or context, are intended to survive any termination or expiration of this Agreement or such Order Form, shall survive any such termination or expiration.

Following termination or expiration of this Agreement or Order Form, (i) Customer will cease any further use of the Platform, and at the instruction of JLL, either return or destroy the Confidential Information (as defined below) of JLL disclosed to Customer and; (ii) at Customer's option, Confidential Information of Customer, including Customer Data (as defined below) will be returned to Customer or destroyed (except as may be contained in back up files created in the ordinary course of business which will remain subject to JLL's records retention policies subject to the confidentiality obligations set forth herein). For clarity, JLL will not be required to remove Customer Data from Aggregated Data (as defined below).

5. **Access Rights and Use.** Subject to the terms and conditions of this Agreement, JLL grants to Customer and any user that Customer authorizes to use the Platform, a nonexclusive, limited, non-transferable, non-sublicensable right to access and use the Platform as a service solution and related support services, and to the extent set forth in this Agreement and the relevant Order Form. Customer acknowledges and agrees that only employees, suppliers or service providers of the Customer who have been assigned a unique username and password (each an **"Authorized User"** and collectively **"Authorized Users"**) are entitled to access the Platform. Customer shall be responsible for each Authorized User's access and use of the Platform and compliance with applicable terms and conditions of this Agreement and the relevant Order Form (**"Authorized Use"**). For clarity, Authorized Use does not include any right for Customer to resell or commercialize the Platform. Customer agrees: (a) to comply with all applicable laws and regulations (b) not to knowingly upload in any way any information or content to the Platform that contain malicious code or data that may damage the operation of the Platform or any computer or mobile device; (c) not to knowingly use the Platform for illegal, fraudulent, unethical or inappropriate purposes; (d) not to knowingly use the Platform in any manner that impairs the Platform; and (e) to comply with all regulations, policies and procedures of which JLL have advised Customer in writing concerning networks connected to the Platform and JLL's service providers.
6. **Payment Obligations.** Fees shall be due and payable in accordance with the specified billing frequency stated in each Order Form. Any claim in connection with an invoice must be notified in writing within fifteen (15) days following the invoice date, otherwise the invoice will be deemed accepted and correct. Fees are exclusive of all applicable taxes or duties. Fees for non-recurring services will be invoiced by JLL upon the execution of an Order Form and paid by Customer in accordance with the specified billing frequency. Customer is responsible for the payment of all sales, use, value added, withholding and other taxes, and duties however designated by any taxing authority relating to the Platform including all applicable Value Added or Goods and Services Tax, harmonized and/or similar taxes imposed on any payments due to JLL under this Agreement, excluding tax on JLL's overall net income (**"Taxes"**), despite anything to the contrary in this Agreement. Customer will reimburse JLL for Taxes that JLL is required to remit on behalf of Customer. Customer will perform its obligations under this Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed or payable whether under this Agreement, applicable law, or otherwise and whether relating to its breach, bankruptcy, or otherwise. Late payments will accrue interest at a rate of 1.5% per month or the maximum rate permitted by law, whichever is lower, until paid in full. JLL reserves the right to suspend provision of further services and reassign project resources should payment remain unperformed.
7. **Changes to Platform.** JLL may, at any time, update, upgrade, modify, change, remove features and/or data, improve, discontinue or redesign the Platform (**"Platform Changes"**) without giving notice to Customer. JLL will endeavor to provide reasonable notice to the Customer prior to any Platform Changes that would have a material

impact on Customer's use of the Platform.

8. **Restrictions.** Customer and its Authorized Users will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the code or underlying ideas or algorithms of the Platform; (b) modify, translate, or create derivative works based on any element of the Platform; (c) rent, lease, loan, license, sublicense, distribute, sell, resell, assign, or otherwise transfer its rights to use the Platform; (d) use the Platform for timesharing purposes or otherwise for the benefit of any person or entity other than by Customer and its Authorized Users; (e) remove any proprietary notices from the Platform; (f) use the Platform for any purpose other than the Authorized Use; (g) interfere with or disrupt the integrity or performance of the Platform; (h) introduce any 'open source software' or any malicious code into the Platform; (i) attempt to gain unauthorized access to the Platform or its related systems or networks; (j) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Platform, features that prevent or restrict use or copying of any content accessible through the Platform, or features that enforce limitations on use of the Platform; (k) distribute any portion of the Platform or any output of the Platform; (l) use the Platform after the Term. Customer additionally acknowledges that, as a condition to using the Platform, all Authorized Users will first be required to agree to JLL's end-user license agreement ("EULA"), located at <https://www.jllt.com/legal-agreements/jllt/eula-end-user-license-agreement> or other replacement location(s) as may be subsequently provided by JLL, provided that, in the event of any conflict between the terms of this Agreement and the EULA, the relevant terms of this Agreement will prevail.
9. **Reservation of Rights.** Except as expressly granted in this Agreement there are no other licenses granted to Customer or any Authorized User, express, implied or by way of estoppel. All rights not granted in this Agreement are reserved by JLL.
10. **Title.** Customer acknowledges and agrees that, subject to the rights granted in this Agreement, JLL retains all right, title and interest in and to the Platform (including software, software application, computer code and programs, systems architecture and source code of the Platform) and all Feedback (as hereinafter defined), derivatives, improvements, and modifications thereto, together with all intellectual property rights therein.
11. **Confidential Information.** "Confidential Information" means: (i) the Platform, the Feedback, any portion of any of the foregoing and any related documentation; (ii) any other non-public information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), including information with respect to the business or technology of the Disclosing Party that is marked as confidential or proprietary, identified as confidential or proprietary, or which should reasonably be understood to be confidential or proprietary given its content and circumstances of disclosure. Confidential Information does not include information which Receiving Party can show (a) is or becomes a part of the public domain without any breach of this Agreement; (b) is in the possession of Receiving Party prior to the disclosure by Disclosing Party, (c) is subsequently disclosed to Receiving Party by a third party having a lawful right to make the disclosure; or (d) is required to be disclosed by law or a court order, provided Receiving Party provides prompt written notice of the required disclosure to Disclosing Party and cooperates with Disclosing Party as reasonably necessary to limit or eliminate such requirement. Receiving Party will use at least the same degree of care in keeping the Confidential Information confidential as it uses for its own confidential information of a similar nature, but in any event no less than reasonable care. Receiving Party will not disclose or distribute the Confidential Information to any third party, except only its Authorized Users and employees who have a need to know the Confidential Information for the Authorized Use, and who have previously agreed to be bound by or have been instructed by Customer to abide by the restrictions of this Agreement or are bound under the terms of their written employment with Receiving Party or other terms as an Authorized User by non-disclosure and non-use obligations no less restrictive than those set forth herein.
12. **Marketing.** With Customer's prior written consent JLL can use the trademarks, service marks and trade names ("Marks") belonging to or licensed by Customer solely for marketing and advertising purposes in connection with this Agreement and any Order Forms or related to JLL's promotional efforts with the Platform. Customer will not

use any Marks of JLL or its respective affiliates without JLL's prior written consent for each specific use, which may be withheld in JLL's sole and absolute discretion.

**13. Feedback.**

13.1. "Feedback" means input, comments, software bugs, system failures or suggestions regarding JLL's business and technology direction, or the possible creation, modification, correction, improvement or enhancement of the Platform or Consulting Services (as applicable) purchased by the Customer under the Agreement.

13.2. Customer may at its sole discretion and option provide JLL with Feedback. In such instance, JLL and its Affiliates may in their sole discretion retain and freely use, incorporate or otherwise exploit such Feedback without restriction, compensation or attribution to the source of the Feedback.

13.3. Reasonable cooperation with JLL is required of Customer to ensure the proper operation and maintenance of the Platform.

**14. Customer Data and Privacy.** The Platform includes opportunities for Customer to submit or otherwise upload certain information, data, text, photographs, images, graphics, messages, links and other content to the Platform (such items so submitted, "**Customer Data**"). Customer will be solely responsible for Customer Data so submitted by Customer or its Authorized Users in connection with the Platform, including but not limited to ensuring the accuracy, completeness, quality, integrity, legality, reliability and appropriateness of all Customer Data, including personally identifiable information. Customer, as between the Parties, retains all right, title and interest in the Customer's Data. Each Party agrees to comply with applicable privacy laws to the extent that the relevant Party transmits personal information. At the time of execution of this Agreement, JLL's privacy policy is available at <https://www.us.jll.com/en/privacy-statement>, or other replacement location(s) as may be subsequently provided by JLL ("**Privacy Policy**").

**15. Aggregated Data.** Customer grants to JLL a non-exclusive, perpetual, irrevocable, royalty-free license to create and use aggregated data based on Customer Data ("**Aggregated Data**"). JLL may monitor Customer and Customer's Authorized Users' use of the Platform and use data and information related to such use, and other information in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Platform, which will not be considered Confidential Information. All right, title and interest in the Aggregated Data and all intellectual property rights to the Aggregated Data (but not to the underlying Customer Data) belong to JLL. Customer agrees that JLL may compile Aggregated Data (but not the underlying Customer Data) based on Customer Data provided by or on behalf of Customer or any Authorized User, and information input by other customers into the Platform, and Customer agrees that each of JLL and its respective affiliates may, during and after the Term, use Aggregate Data to the extent and in the manner permitted by applicable law or regulation.

**16.** In using JLL's AI services (if applicable), Customer agrees JLL retains all intellectual property rights ("IPR") in such AI services while Customer maintains IPR in customer's content. Customer grants JLL permission to use the content, and JLL may process and store inputs and outputs to monitor for misuse. Customer is prohibited from using JLL's AI-generated content to develop machine learning models or AI technology, discovering underlying components of JLL's systems, web scraping, or using JLL's AI services to create or improve other AI services. Customer is solely responsible for third-party claims arising from use of JLL's AI services. JLL reserves the right to investigate and enforce violations of these terms. JLL's services, including AI and machine learning features, are continually under development to improve performance and security for all customers.

**17. Indemnification by JLL.** JLL shall defend and indemnify Customer against any and all costs, damages, and expenses (including reasonable attorney's fees) arising out of any claim or allegation by a third party resulting from or related

to: (a) an allegation that the Platform infringes, misappropriates or violates any intellectual property rights of any third party, or (b) failure to comply with applicable laws by JLL or its employees or agents; provided that the Customer (i) promptly notifies JLL in writing of the claim; (ii) allows JLL to assume the sole control of the defense of such claim and all related settlement negotiations, except that JLL may not, without the Customer's prior written consent, enter into any settlement that does not unconditionally release Customer from liability; and (iii) provides JLL, at JLL's request and expense, with the assistance, information and authority necessary to perform JLL's obligations under this section. This obligation will only be effective and enforceable to the extent that Customer's claims do not arise, at least in part, from the negligence, intentional misconduct, or breach of any obligations of this Agreement by Customer or an Authorized User. In the event that the Platform is held or is believed by JLL to infringe a third party's intellectual property rights, JLL may, at its option and expense (a) replace or modify the Platform so as to be non-infringing; (b) obtain for the Customer a license to continue using the Platform; or (c) terminate the Agreement or relevant Order Form and return to the Customer any prepaid fees unearned by JLL. JLL's obligations under Section 17 will not apply if the alleged claim results from use of the Platform provided for no fee. The foregoing section states JLL's sole and exclusive liability, and Customer's sole and exclusive remedy, for any claim of infringement.

**18. Indemnification by the Customer.** Customer will defend and indemnify JLL against any and all costs, damages, and expenses (including reasonable attorneys' fees) arising out any claim or allegation by any third party resulting from or related to (a) Customer IP, equipment, or any portion of any third party solutions; (b) use of the Platform by the Customer or its users or Authorized Users; (c) any breach of applicable laws, this Agreement or relevant Order Form by Customer, its employees, representatives or agents.

**19. Warranty.** JLL warrants to the Customer that, during the Term, the Platform will operate substantially in accordance with this Agreement and the relevant Order Form. This limited warranty shall not apply to problems that result from (i) a force majeure event; (ii) any failure by the Customer to comply with this Agreement and/or the relevant Order Form; (iii) any failure by the Customer to use the Platform in accordance with this Agreement or other instructions provided to Customer by JLL; (iv) any unauthorized use of the Platform; (v) Customer's or any third party's hardware, software, and equipment used in combination with the Platform; (vi) Customer's errors in entering, analyzing, or reporting data; or (vii) downtime as a result of scheduled maintenance performed by or for JLL. Customer's exclusive remedy and JLL's entire liability for a breach of the warranty above is for JLL to use commercially reasonable efforts to correct the deficiency in the Platform as soon as is reasonably practicable.

**20. Disclaimer.** THE PLATFORM IS PROVIDED "AS IS" AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, JLL MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS (WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY) EXCEPT AS EXPRESSLY SET FORTH HEREIN. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY IMPLIED OR STATUTORY WARRANTIES IN RESPECT OF THE PLATFORM, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, GOOD TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, JLL DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE PLATFORM SHALL BE UNINTERRUPTED OR ERROR-FREE.

**21. Limitation of Liability.**

**a) NO PARTY WILL HAVE ANY LIABILITY TO ANOTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST BUSINESS OPPORTUNITIES OR LOST DATA) UNDER THIS AGREEMENT OR IN RESPECT OF THE PLATFORM, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL JLL'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT EQUAL TO THE FEES PAID BY THE CUSTOMER IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.**



**b) EACH PARTY ACKNOWLEDGES THAT THE TERMS IN THIS SECTION 211 (LIMITATION OF LIABILITY) APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.**

**22. Assignment.** Customer may not assign this Agreement without the prior written consent of JLL, which shall not be unreasonably withheld. JLL may at its discretion assign this Agreement to an entity owned or controlled by JLL or in connection with a sale of business that the Platform is a part thereof.

**23. Force Majeure.**

23.1. If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (i) that party uses reasonable efforts to perform those obligations, (ii) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (iii) that party complies with its obligations under the first sentence of section 23.3.

23.2. For purposes of this agreement, "**Force Majeure Event**" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party; other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a Change in Law, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money; and any consequences of that event or circumstance.

23.3. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

**24.** This Agreement and/or individual Order Forms may be extended or modified solely upon the written agreement of both Parties ("Amendment" or "Change Order"), provided, however, that both Parties agree on the amount of any additional or reduced payment to be made by Customer with respect to the modification or extension of this Agreement or the applicable Order Form. Modifications to specific Order Forms will not affect other prior, current, or future Order Forms. JLL will not be required to perform any modification to the subject matter of any Order Forms until an appropriate Change Order is fully executed.

**25. Independent Relationship.** Neither this Agreement, any Order Form nor the performance by JLL of the Platform services identified herein will be construed to render unto JLL any of the rights or benefits available to Customer employees. Customer will be liable for all acts and omissions by Authorized Users of the Platform.

**26. Compliance Provisions.**

26.1. **Anti-Bribery.** Pursuant to this Agreement, each Party represents that it has not and agrees that it will not violate the laws and regulations of the United States of America (including the Foreign Corrupt Practices Act), any local laws of the country of operation, the country in which business is being conducted, or any other relevant country as applicable (including the United Kingdom Bribery Act of 2010) pertaining to bribery, improper payments, and kickbacks. Pursuant to this Agreement, each Party agrees that it has not and will not, either directly or indirectly, engage in bribery, or offer, or promise, or solicit, or make, or receive any "improper payment", including cash, loan, gift, travel, entertainment, hospitality, facilitation payment, kickback, political or philanthropic contribution, anything of value for the benefit of the other Party or its personnel or any entity or individual associated with the

other Party, or for any other perceived benefit as an inducement to act or refrain from acting, or in order to improperly obtain or retain a business advantage in relation to this Agreement or any Order Form.

26.2. **Trade Controls.** Customer represents and warrants that it will comply with all applicable U.S. and foreign export, import, and customs laws and regulations, including the Export Administration Regulations ("EAR"), the Foreign Trade Regulations ("FTR"), the sanctions laws, regulations, and executive orders administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, and the U.S. Anti-boycott Laws as such term is defined below (collectively, the "Trade Control Laws") at its sole cost and expense. In the event of a conflict between any U.S. and foreign Trade Control Laws, the U.S. Trade Control Laws will prevail. Customer agrees that with regard to any technical data provided to JLL or uploaded to its Platform, Customer has accurately (a) determined the applicable export control classifications and licensing requirements, (b) obtained any necessary export licenses, and (c) submitted any necessary export clearance declarations. If Customer does not provide a Customer Export Classification Form to JLL, Customer is deemed to have certified to JLL that the respective technical data are classified as EAR99 or is otherwise capable of being exported without restriction. Customer must notify JLL before providing any technical data that is controlled under Trade Control Laws, if any, and clearly mark such data as export-controlled. JLL will not be liable to Customer for any loss or expense if Customer fails to comply with the applicable Trade Control Laws or with the provisions set forth herein. Customer will immediately notify JLL if Customer becomes listed on, or owned or controlled by anyone on, any restricted persons list published by the U.S. Departments of Commerce, Treasury, or State, the European Union, or the United Kingdom, or if Customer's export privileges are fully or partially denied, suspended, or revoked. JLL may disclose Confidential Information to government agencies as JLL may deem reasonably necessary for the purpose of disclosing, resolving, or remediating any violation or potential violation of any applicable Trade Control Laws.

26.3. Customer represents and warrants, without limitation, at all times that (a) neither it nor any Authorized User is/are located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) neither it nor any Authorized User is/are not listed on any U.S. Government list of prohibited or restricted parties, including any government, country, corporation or other entity, group or individual with whom or any entity which the Office of Foreign Asset Controls ("OFAC") sanctions prohibit JLL from engaging in transactions (including any person that appears on the current OFAC list of Specially Designated Nationals and Blocked Persons (the "SDN List")).

**27. Governing Law; Venue.** This Agreement is governed by the laws of the State of New York (excluding its conflict of laws principles), and the exclusive venue for any related dispute is the New York State and Federal courts sitting in New York City.

**28. Miscellaneous.**

28.1. **Severability.** If any clause of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, such clause will be interpreted as necessary to give maximum force to the provisions thereof, and the validity and enforceability of the remainder of this Agreement will not be affected.

28.2. **Waiver.** The Parties may waive any rights or obligations of this Agreement only in writing executed by the Party or Parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, requiring the satisfaction of any condition under this Agreement or any Order Form, and no act, omission, or course of dealing between the Parties, shall operate as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver against any other person.

28.3. **Insurance.** Each Party warrants and represent that it has secured and will maintain insurance coverages in full force throughout the performance of this Agreement in amounts appropriate to its business and to cover its obligations

of this Agreement.

28.4. **Survival.** The Parties' obligations set out in Sections 4, 5, 6, 8, 9, 10, 11, 14, 15, 16, 17, 18, 20, 21, 25, 26 and 28 will survive the termination or expiry of this Agreement.

28.5. **Entire Agreement.** This Agreement sets forth the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior and contemporaneous written agreements and discussions concerning the subject matter of this Agreement.

28.6. **Notices.** All notices pertaining to this Agreement shall be in writing and shall be delivered by means of electronic transmission or by hand, first class postal mail or courier delivery. If given by means of electronic transmission, notice shall be deemed to have been received on the next Business Day. If delivered by hand or courier, notice shall be deemed to have been received at the time of its delivery to the applicable address. If given by first class postal mail, notice shall be deemed to have been given on the fifth business day after posting. Either Party may, by written notice to the other, change the contact details to which notices are to be sent.

29. **Counterparts.** This Agreement and Order Forms may be executed in any number of separate counterparts, all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement or Order Form as the case may be by either Party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such Party.