

HYDROSAT
SATELLITE IMAGERY
COMMERCIAL TERMS ADDENDUM

1. Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Hydrosat Satellite Imagery License Definitions available at hydrosat.com and incorporated by reference hereto.

2. Responsibilities of Company.

2.1. The Company shall use commercially reasonable efforts to ensure availability of and provide technical support for the API.

3. Responsibilities of Customer.

3.1. Equipment. Customer will be responsible for obtaining and maintaining at Customer's sole cost and expense all the necessary computer hardware, mobile devices, software, modems, connections to the Internet and other items required to access the API.

3.2. Account Information. Customer will provide as true, accurate, current and complete account information as commercially reasonable and maintain and promptly update all account information to ensure same.

3.3. End-User Credentials. Customer agrees and acknowledges that all API account credentials, access codes and passwords are personal to the individual to which they are issued. Customer is responsible for maintaining the confidentiality and security of all access codes and passwords issued and ensuring that each access code and password is only used by the individual authorized as an End-User. To the extent the Company may assign Customer with administrative rights to create access codes and passwords for Customer's personnel, Customer shall be responsible for issuing such access codes and passwords only to authorized End-Users.

3.4. Payment Information. At such time as the Company may offer the option of credit card, debit card or other electronic payment, if Customer opts to pay License Fees by credit card, debit card or other form of electronic payment, it shall maintain current credit card, debit card or other valid and chargeable electronic payment method information associated with its account with Company. In the event Customer changes payment method information associated with its account, Customer authorizes the Company to charge the License Fees to said payment method and account.

4. License to Company.

4.1. Limited Customer Data License. Subject to the terms and conditions of the Agreement, Customer hereby grants Company a limited, worldwide, non-transferable, non-exclusive, non-sublicensable, royalty-free license to use, reproduce, electronically distribute, transmit, have transmitted, perform, display, store, archive, and make derivative works of the Customer Data (i) in order to enable the Customer to use the API, and (ii) for Company's and its Affiliates' internal business or research and development purposes. The Company shall have the right to aggregate and anonymize Customer Data and to

publish such aggregated and anonymized (non-personally identifiable) data. Except as set forth in this Agreement, Company shall have no right to use the Customer Data for any other purpose or share the Customer Data with anyone other than Customer without Customer's consent.

5. Ownership.

5.1. Customer. Subject to Section 4 above, as between Customer and the Company, Customer shall retain all right, title and interest in and to the Customer Data, Customer's Marks and all Intellectual Property Rights therein. Subject to Section 4 above, nothing in this Agreement will confer on the Company any right of ownership or interest in the Customer Data, Customer's Marks or the Intellectual Property Rights therein.

5.2. Company. As between Customer and the Company, the Company shall retain all right, title and interest in and to Company Marks, the API, any changes, corrections, bug fixes, enhancements, customizations, updates and other modifications thereto, and all Intellectual Property Rights therein, and as between Customer and the Company, all such rights shall vest in and be assigned to the Company including any modifications, derivations, enhancements, compilations or changes to or from any of the foregoing by or on behalf of Customer in relation to Customer's use of the API. Nothing in this Agreement will confer on Customer any right of ownership or interest in the Company Marks, API, or the Intellectual Property Rights therein.

6. Right to Monitor. The Company will have the right to review and monitor all use of the API to ensure compliance with all of the terms of this Agreement.

7. Payment.

7.1. License Fees. In consideration for the license granted by Company under this Agreement as more fully set forth in the License, Customer shall pay the Company the License Fees in the amount set forth in the Order Form in accordance with the terms set forth herein. License Fees are due and payable in advance at the commencement of each Term (except to the extent otherwise provided in an Order Form). The License Fees are subject to change with each new Order Form which the Parties may execute. The License Fees are non-refundable except as expressly provided in this Agreement or any Order Form. No refunds or reimbursements shall be made for any unused portion of any License Fee in the event of cancellation or termination of an Accepted Order mid-term. Any amounts not paid by Customer when due to Company shall be subject to interest charges, from the date due until paid, at the rate of one and one-half percent (1.5%) per month, or the highest interest rate allowable by law (whichever is less), compounded monthly.

7.2. Payment Cards/Payment Terms. By submitting an Order Form containing payment card or other electronic payment account information, Customer authorizes the Company to charge the credit card, debit card, or other electronic payment method provided by Customer in the Order Form for the License Fee as set forth in the corresponding Order Form. Customer's failure to maintain current payment card information or other alternative payment method may result in interruption, suspension or termination of access to the API.

7.3. **Third-Party Payment Providers.** The Company utilizes third party payment providers to process credit or debit card payments on Company's behalf (the "Payment Provider(s)"). The Payment Provider's policies govern the processing of Customer's payment, and Customer must refer to those policies and not this Agreement to determine its rights and liabilities. Customer may refer to the Company's [Privacy Policy](#) for a current list of Payment Providers.

8. **Limited API Warranty.**

8.1. **Scope of Limited Warranty.** The Company warrants to Customer that during the Term, the API will perform substantially in accordance with the terms of Company's Documentation. The foregoing warranty shall not apply to interruptions of service, inaccessibility, downtime, or performance issues of the API (a) caused by factors outside of the Company's reasonable control, (b) that result from any improper actions or inactions of Customer or any third parties, or (c) that result from Customer's data structure, operating environment or equipment.

8.2. **Disclaimer of Any Other Warranties.** EXCEPT FOR THE EXPRESS, LIMITED WARRANTY PROVIDED IN THIS SECTION 8 THE COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SATELLITE DATA, THE API, OR ANY OTHER ACCOMPANYING MATERIAL PROVIDED HEREUNDER. THE COMPANY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND OF UNINTERRUPTED OR ERROR-FREE SERVICE, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE API IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS.

9. **Term; Renewal; Termination.**

9.1. **Term & Renewal.** Unless earlier terminated pursuant to this Agreement, the term of this Agreement shall commence on the Term Start Date in the Order Form above and continue effect until the Term End Date in the Order Form above (the "Term").

9.2. **Termination.**

9.2.1. **By Either Party.** This Agreement may be terminated by either Party during the Term:

9.2.1.1. Upon thirty (30) days prior written notice if the other Party shall have materially breached or defaulted in the performance of any of its material obligations hereunder, and such breach or default shall have continued for thirty (30) days after written notice of such breach and intent to terminate this Agreement therefor was provided to the breaching Party by the nonbreaching Party. Any such termination shall become effective at the end of such thirty (30) day period unless the breaching Party has cured any such breach or default prior to the expiration of the thirty (30) day period;

9.2.1.2. Immediately, if the other Party (i) makes a general assignment for the benefit of creditors, (ii) admits in writing its inability to pay debts as they come due, (iii) voluntarily files a petition or similar document initiating any bankruptcy or reorganization proceeding, or (iv) involuntarily becomes the subject of a petition in bankruptcy or reorganization proceeding and such proceeding shall not have been dismissed or stayed within sixty (60) days after such filing.

9.2.2. **By Company.** This Agreement or any License may be terminated by Company during the Term immediately upon a violation or breach of the terms of the License by Customer, Customer personnel or any End-User.

9.3. **Effect of Termination/Survival.** Upon the termination or expiration of this Agreement, all obligations of the Parties hereunder shall terminate, except that (a) all payment obligations accrued hereunder prior to termination or expiration shall survive such termination, and (b) each Party's obligations under Sections 10-12 of this Addendum, as well as all Sections, terms or conditions of this Agreement or the License which, by their nature, are intended to survive, shall survive termination or expiration of this Agreement for any reason.

10. **Confidentiality.**

10.1. **Nondisclosure.** Each Party (each a "Receiving Party") agrees that it (a) shall use and reproduce the Confidential Information of the other Party (the "Disclosing Party") only for purposes of exercising its rights and performing its obligations under this Agreement and only to the extent necessary for such purposes, (b) shall restrict disclosure of such Confidential Information to the Receiving Party's employees, consultants, or advisors who have a bona fide need to know for such purposes, and (c) shall not disclose such Confidential Information to any third Party without the prior written approval of the Disclosing Party. The foregoing obligations shall be satisfied by the Receiving Party through the exercise of at least the same degree of care used to restrict disclosure and use of its own information of like importance, but not less than reasonable care. All third parties to whom the Receiving Party discloses Confidential Information must be bound in writing by obligations of confidentiality and non-use at least as protective of such information as this Agreement. Notwithstanding the foregoing, it shall not be a breach of this Agreement for the Receiving Party to disclose Confidential Information if compelled to do so under law, in a judicial or other governmental investigation or proceeding, provided that, to the extent permitted by law, the Receiving Party has given the Disclosing Party prior notice and reasonable assistance to permit the Disclosing Party a reasonable opportunity to object to and/or limit the judicial or governmental requirement to disclosure.

10.2. **Exceptions.** Notwithstanding anything to the contrary herein, neither Party shall be liable for using or disclosing information that such Party can prove (a) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party, (b) was rightfully known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure, (c) is disclosed with the prior written approval of the Disclosing Party, (d) was independently developed by the Receiving Party without any use of the

Confidential Information, as demonstrated by files created at the time of such independent development, (e) becomes rightfully known to the Receiving Party, without restriction, from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party and otherwise not in violation of the Disclosing Party's rights, or (f) is disclosed generally to third parties by the Disclosing Party without restrictions similar to those contained in this Agreement.

- 10.3. **Remedies.** The Receiving Party agrees that a breach of this Section 10 may result in immediate and irreparable harm to the Disclosing Party that money damages alone may be inadequate to compensate. Therefore, in the event of such a breach, the Disclosing Party will be entitled to seek equitable relief, including but not limited to a temporary restraining order, temporary injunction or permanent injunction without the posting of a bond or other security.

11. Indemnification; Limitations on Damages.

- 11.1. **Indemnification by Customer.** Customer shall indemnify, defend and hold the Company and its officers, directors, employees, agents, successors and assigns harmless from and against any and all Losses resulting from or arising out of (a) Customer's or an End-User's breach of this Agreement or the terms of the License, (b) any negligence or willful misconduct with respect to the use of the API by Customer or an End-User, (c) any claim that the Customer Data or Customer Marks violates any applicable statute, regulation, or law, or infringes any intellectual property right or other legal right of any third party, or (e) any third party claim arising from Customer's use of the API or the Satellite Data.
- 11.2. **Indemnification by the Company.** The Company shall indemnify, defend and hold Customer and its officers, directors, employees, agents, successors and assigns harmless from and against any and all Losses arising from third party claims resulting from (a) the Company's breach of this Agreement, or (b) any claim that the API violates or infringes any intellectual property right or other proprietary legal right of any third party. Notwithstanding the foregoing, this indemnity does not apply to, and the Company will have no obligation to Customer for indemnity or any infringement or misappropriation claim that arises from (i) modifications to the API by anyone other than the Company, (ii) modifications to the API based upon specifications furnished by Customer, (iii) Customer's use of the API or Satellite Data other than as specified in this Agreement, or in the applicable Documentation (iv) use of the API in conjunction with third-party software, hardware or data other than that approved by the Company, (v) use of the Satellite Data or API by any individual not an authorized End-User, (vi) any use of the API, the Satellite Data or any data obtained or derived therefrom as a data source for or integrated in any manner into Value-Add Products as permitted under the License, or (vii) any combination of the foregoing.
- 11.3. **Procedure.** A Party seeking indemnification (the "Indemnified Party") shall promptly notify the other Party (the "Indemnifying Party") in writing of any Claim; provided that, the failure to provide such notice shall not relieve the Indemnifying Party of its indemnification obligations hereunder except to the extent of any material prejudice directly resulting from such failure. The Indemnified Party shall provide the Indemnifying Party all reasonable information and assistance regarding such Claim. The

Indemnifying Party shall bear full responsibility for, and shall have the right to solely control, the defense (including any settlements) of any Claim; provided that, (a) the Indemnifying Party shall keep the Indemnified Party informed of, and consult with the Indemnified Party in connection with the progress of such litigation or settlement, and (b) the Indemnifying Party shall not settle any such Claim in a manner that does not unconditionally release the Indemnified Party without the Indemnified Party's written consent, not to be unreasonably withheld or delayed.

- 11.4. **Third Party Infringement.** In the event any portion of the API is held or believed by the Company, or any portion of the Customer Data or Customer Marks are held or believed by Customer, to infringe or misappropriate Intellectual Property Rights of any third party (such portion to be deemed the "Infringing Materials") in any place where the API is used or accessed, then in addition to any other rights in this Section 11, the Company (where the Infringing Materials are the API) or Customer (where the Infringing Materials are the Customer Data or Customer Marks) shall, at its sole expense and at its option: (a) obtain from such third party the right for the other Party to continue to use the Infringing Materials, (b) modify the Infringing Materials to avoid and eliminate such infringement or misappropriation, as the case may be, (c) upon mutual agreement with the other Party, remove and disable the Infringing Materials, or (d) if none of the foregoing remedies is commercially feasible, terminate this Agreement.
- 11.5. **EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES.** EXCEPT FOR BREACH OF THE TERMS OF THE LICENSE OR SECTIONS 10, OR 12.4 OF THIS ADDENDUM, AND INDEMNIFICATION FOR THIRD-PARTY DAMAGES ARISING UNDER THIS SECTION 11, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, WARRANTY, OR OTHERWISE.
- 11.6. **MAXIMUM AGGREGATE LIABILITY.** EXCEPT FOR BREACH OF THE TERMS OF THE LICENSE OR SECTIONS 7, 10, OR 12.4 OF THIS ADDENDUM AND INDEMNIFICATION LIABILITY ARISING UNDER THIS SECTION 11, THE MAXIMUM LIABILITY OF EITHER PARTY FOR ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE DISCRETE VALUE OF SERVICES PROVIDED UNDER THIS AGREEMENT IN THE SIX-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY. CUSTOMER ACKNOWLEDGES THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS. THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. **Miscellaneous.**

- 12.1. **Assignment.** Neither Party may assign, sublicense, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the consent of the other Party, assign this Agreement to an entity merging with, consolidating with, or purchasing substantially all its assets or stock; provided that, the assignee shall assume all rights and obligations under this Agreement. Any permitted assignment of this Agreement shall be binding upon and enforceable by and against the Parties'

successors and assigns; provided that, any unauthorized assignment shall be null and void and constitute a breach of this Agreement.

12.2. **Entire Agreement.** This Agreement, any corresponding Order Form, the License, and any amendments hereto or thereto and any incorporations by reference herein, constitute the entire agreement between the Parties and supersede all previous agreements, oral or written, with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, supplemented and/or restated without the prior written consent of both Parties.

12.3. **Restricted Rights.** If Customer is an agency, department or entity of the United States Government (“Government”), Customer agrees, that (a) use, reproduction, release, modification or disclosure of the API and Satellite Data, or any part thereof, including technical data, is restricted in accordance with Federal Acquisition Regulation (FAR) 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202 for military agencies, (b) the Satellite Data are commercial products, which were developed at private expense, and (c) use of the API and Satellite Data by any Government agency, department or other agency of the Government is further restricted and limited as set forth in this Agreement.

12.4. **Compliance with Laws.**

12.4.1. **Import and Export Requirements.** Customer acknowledges and agrees that the Satellite Data are subject to export control laws and regulations. Customer may not download or otherwise export or re-export the Satellite Data or any underlying information or technology except in full compliance with all applicable laws and regulations, in particular, but without limitation, United States export control laws. None of the Satellite Data or any underlying information or technology may be downloaded or otherwise exported or re-exported: (a) into, or to a national or resident of, any country to which the United States has embargoed goods, or (b) to anyone on the U.S. Treasury Department’s list of specially designated nationals or the U.S. Commerce Department’s list of prohibited countries or debarred or denied persons or entities. Customer hereby agrees to the foregoing and warrants that neither Customer nor any End-User is located in, or under the control of, or a national or resident of any such country or on any such list.

12.4.2. **Anti-Corruption.** Neither the Customer nor any of its Affiliates nor any director, officer, or employee of the Customer, nor, to the best of the Customer’s knowledge and belief, any partner, intermediary or other person acting or purporting to act on behalf of the Customer or any of its Affiliates, has knowingly directly or indirectly paid, offered, given, promised to pay or authorized the payment of any money or anything of value to (i) any Government Official, (ii) any person acting for or on behalf of any Government Official, or (iii) any other person at the suggestion, request, direction or for the benefit of any of the above-described persons to obtain, retain or direct business or to obtain special concessions or pay for favorable treatment for business secured or for special concessions already obtained. The Customer, its Affiliates and its directors, officers, and employees, and, to the best of the

Customer's knowledge and belief, its partners, suppliers and intermediaries, have conducted their businesses in compliance in all material respects with the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 (the "FCPA"), 15 U.S.C. § 78dd-2, the UK Bribery Act, and any other applicable Laws relating to bribery or corruption (the "Anti-Corruption Laws"). The Customer assets have not been, are not, and will not be derived from or commingled with proceeds of any activities that are proscribed by the FCPA, the UK Bribery Act, and the Anti-Corruption Laws, and were not procured or obtained through any payments to or for the benefit of Government Officials or to any other person, regardless of the form, whether in money, property or services, to obtain favorable treatment in obtaining, retaining or directing business or to obtain special concessions or to pay for favorable treatment for business secured or for special concessions already obtained. To the best of the Customer's knowledge, (x) none of the shareholders, beneficial owners, directors, officers and employees of the Customer or of any of its Affiliates, intermediaries or suppliers is or was during any time in which such individual was associated with, or provided services to, the Customer or any of its Affiliates, a Government Official, and (y) there are no family or other relationships between (i) the shareholder, beneficial owners, directors, officers and employees of the Customer or any of its Affiliates, suppliers or intermediaries, on the one hand, and (ii) any Government Official, on the other hand.

12.4.3. Any breach of any of the representations in this Section 12.4 shall constitute a material breach of this Agreement and be grounds for immediate termination.

12.5. **Force Majeure.** Except with respect to payment obligations arising under this Agreement, neither Party shall be liable nor responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond such Party's reasonable control, including, without limitation: (a) acts of God, (b) flood, fire, earthquake, or explosion, (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, (d) government order or law, including executive orders, (e) actions, embargoes, or blockades, (f) national or regional emergency, (g) epidemic, pandemic, viral or communicable disease outbreak (including COVID-19 (coronavirus)), (h) quarantines, (i) strikes, labor stoppages or slowdowns, or other industrial disturbances, (j) shortage of adequate power, or (k) other similar causes beyond Supplier's control (each, a "Force Majeure Event"). The Party impacted by a Force Majeure Event shall promptly give notice to the other Party of the Force Majeure Event and shall use reasonable efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. A Force Majeure Event shall not entitle a Party to terminate this Agreement or to any damages under this Agreement.

12.6. **Governing Law/Choice of Forum/Dispute Resolution.**

12.6.1. The Parties recognize that the terms of the License and Sections 10 and 12.4 of this Addendum are necessary for the protection of the business and goodwill of the Parties and are considered by the Parties to be reasonable for such purpose. The Parties agree that any breach of such terms and Sections would

cause the other Party substantial and irreparable damage and therefore, in the event of any such breach, in addition to other remedies which may be available, the non-breaching Party shall have the right to seek specific performance and other injunctive and equitable relief in a court of law, subject to the choice of jurisdiction and forum provisions of this Section 12.6.

12.6.2. **Non EEA Customer.** If Customer is a business domiciled or registered within the United States or elsewhere in the world other than a member country of the European Economic Area (“EEA”), or is a federal, state or local government entity within the United States or outside the EEA, then this Agreement shall (i) be deemed to have been entered into between Customer and Hydrosat, Inc., (ii) is governed by and interpreted in accordance with the laws of the State of Delaware, USA, without giving effect to its conflicts of law rules, and (iii) the following terms shall apply:

12.6.2.1. Except with respect to claims (a) alleging intellectual property infringement, or (b) seeking equitable relief, the Parties mutually agree that all claims, disputes or controversies arising out of this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be resolved exclusively by final and binding arbitration administered by JAMS/Endispute pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules and shall be held before a sole arbitrator in Washington D.C., and the Parties agree to this exclusive venue and forum for arbitration. The Parties agree that the arbitration proceedings will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies, or as specifically permitted by state law. The Federal Arbitration Act and federal arbitration law apply to this agreement. However, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement including, but not limited to, a claim that all or any part of this Agreement is void or voidable. Judgment on an arbitration award may be entered in any court having jurisdiction. The provisions of this Section shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

12.6.2.2. For all claims, disputes or controversy that are not resolved according to the arbitration procedure set forth herein, the Parties consent to the exclusive jurisdiction and venue of the federal courts located in Washington D.C., USA.

12.6.3. **EEA Customer.** If Customer is a business domiciled or registered within the EEA, or a governmental entity within the EEA, then this Agreement shall (i) be deemed to have been entered into between Customer and Hydrosat S.à r.l., (ii) is governed by and interpreted in accordance with the laws of Luxembourg, without giving effect to its conflicts of law rules, and (iii) the following terms shall apply:

12.6.3.1. Except with respect to claims (a) alleging intellectual property infringement, or (b) seeking equitable relief, the Parties mutually agree that all claims, disputes or controversies arising out of this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be resolved exclusively by final and binding arbitration and shall be held before a sole arbitrator in Luxembourg, and the Parties agree to this exclusive venue and forum for arbitration. The Parties agree that the arbitration proceedings will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies, or as specifically permitted by law. The arbitrator, and not any court or governmental agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement including, but not limited to, a claim that all or any part of this Agreement is void or voidable. Judgment on an arbitration award may be entered in any court having jurisdiction. The provisions of this Section shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

12.6.3.2. For all claims, disputes or controversy that are not resolved according to the arbitration procedure set forth herein, the Parties consent to the exclusive jurisdiction of the courts of competent jurisdiction located in Luxembourg.

12.6.4. In the event of any litigation or arbitration regarding the rights and obligations under this Agreement the prevailing Party shall be entitled to recover, in addition to damages, reasonably attorney's fees, expert witness fees and court costs.

12.7. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (a) by email to the address provided in the corresponding Order Form with receipt confirmed, or (b) three days after being mailed by registered or certified mail (postage prepaid, return receipt requested) to the address provided in the corresponding Order Form. Either Party may

change its contact information by providing the other Party with written notice of the change in accordance with this Section 12.7.

- 12.8. **Relationship of Parties.** The Parties are independent contractors with respect to each other, and will have no right to assume or create any obligation or responsibility on behalf of the other Party. Neither Party shall hold itself out as an agent of the other Party. This Agreement will not be construed to create or imply any partnership, agency, joint venture or formal business entity of any kind.
- 12.9. **Severability.** If any provision of this Agreement is held invalid or unenforceable, it shall be replaced with the valid provision that most closely reflects the intent of the Parties and the remaining provisions of the Agreement will remain in full force and effect.
- 12.10. **Headings.** The headings of the articles and paragraphs contained in this Agreement are inserted for convenience and are not intended to be part of or to affect the interpretation of this Agreement.
- 12.11. **Construction: Advice of Counsel.** The Parties acknowledge and agree that the Agreement has been jointly prepared, and its provisions will not be construed more strictly against either Party as a result of its participation in such preparation. Each Party acknowledges and represents that, in executing this Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement.