

## Master Agreement for Commercial Purchase Orders

This Master Agreement for Commercial Purchase Orders (the "Agreement") is entered into by and between ispace EUROPE S.A., a company duly organized and existing under the laws of the Grand Duchy of Luxembourg, registered under the Luxembourg Registry Number B213430 with its registered office located at Paul Wurth InClub, 5, Rue de l'Industrie, 1811 Luxembourg, the Grand Duchy of Luxembourg, hereinafter referred to as "Buyer", and Supplier that accepted the Agreement, hereinafter referred to as "Supplier".

Hereinafter, Buyer and Supplier are individually referred to as the "Party" and collectively referred to as the "Parties".

### 1. DEFINITIONS

The following capitalized terms shall have the meanings specified in this Section 1.

**"Agreement"** means any agreement including but not limited to, the Order (as defined below).

**"Buyer"** means ispace EUROPE S.A.

**"Confidential Information"** shall have the meaning set forth in Section 13.

**"Criminal Organization"** shall have the meaning set forth in Section 15.6.

**"Delivery Date"** means the date of delivery for goods and/or services as specified in the Order.

**"Force Majeure Event"** shall have the meaning set forth in Section 12.

**"OCM"** means the original component manufacturer.

**"OEM"** means the original equipment manufacturer.

**"Purchase Order(s)"** means a paper or electronic document, sent by Buyer to Supplier, to initiate the ordering of good and/or services to be provided by Supplier, such as a purchase order, a schedule agreement, a statement of work or other authorization, including changes, supplements, or modifications thereto.

**"Parties"** means Supplier and Buyer collectively, and "Party" means Supplier or Buyer respectively.

**"Supplier"** means the legal entity providing goods and/or services as specified in the Order.

**"Warranty Period"** means the period of thirty (30) months from the later of either the Delivery Date or final acceptance of goods and/or services in accordance with the Agreement.

### 2. SUPPLIER'S OBLIGATION AND NON-EXCLUSIVITY

2.1 Supplier's Obligation. Supplier agrees to deliver goods and/or perform the services as described in the Purchase Order and in accordance with the Agreement.

2.2 Non-exclusivity. Buyer is free to engage others to provide goods and services which are the same as or similar to Supplier's goods and services.

### 3. PURCHASE ORDERS AND CHANGE TO PURCHASE ORDERS

3.1 Purchase Orders. A Purchase Order shall be agreed and established between the Parties upon Supplier's acknowledgement in writing of a request made by Buyer. In the event of any inconsistency between the Agreement and a Purchase Order, the terms set forth in the Purchase Order shall prevail.

3.2 Change to Purchase Orders Buyer may, in writing, make changes to the Purchase Order subject to an equitable adjustment in the price, delivery schedule, or both, where appropriate.

### 4. PRICES AND TAXES

4.1 Price. As full consideration for the delivery of goods and/or performance of the services and the assignment of rights to Buyer as provided in the Agreement, Buyer shall pay Supplier the price or the fees specified in the Purchase Order.

4.2 Taxes. All taxes to be paid by Buyer must be separately itemized in the invoice.

4.3 Withholding Tax. Should any payment due under an invoice issued by Supplier according to the Purchase Order be subject to withholding tax as required by applicable laws, Buyer shall pay Supplier the owed amount minus the withholding tax deduction and will also handle the corresponding tax obligations with the relevant tax authority. Payment of such net sum to Supplier and to the relevant tax authority of the said withholding tax shall, for the purposes of the Agreement, constitute full settlement of the unpaid amount under the Purchase Order. Buyer hereby agrees that it shall, upon written request from Supplier, and at Supplier's expense, furnish any necessary evidence that may reasonably be required of the payment of the said withholding tax.

4.4 Increase in the Price. If an increase in the price for any goods and/or services becomes effective after Supplier accepts the Purchase Order but before Supplier has shipped the goods or performed the services, the price Buyer will pay will be the price in effect when Supplier accepted the Purchase Order from Buyer.

## 5. INVOICES AND METHOD OF PAYMENT

5.1 Invoice. Supplier shall submit invoices in compliance with the applicable tax legislation in the local jurisdiction and showing the applicable Purchase Order number, description of goods, quantity, unit of measure, unit prices, extended totals, completion date of services (if any), shipping date, product serial numbers and any other information requested by Buyer.

5.2 Method of Payment. The method of payment shall be subject to Buyer's sole discretion and defined in the Purchase Order.

## 6. INSPECTION, SHIPPING, DELIVERY, QUALITY AND ACCEPTANCE

6.1 Inspection. Supplier shall deliver the goods and/or perform the services to Buyer that have passed inspection in accordance with the applicable inspection system and that otherwise conform to all requirements of the Purchase Order.

6.2 Shipping. Unless otherwise stated in the Agreement and to the extent physical delivery is contemplated by the Agreement: (i) Supplier shall supply all goods according to Incoterm DDP (Delivery Duty Paid) based on INCOTERMS® 2020; (ii) Supplier shall ensure that the goods are received by Buyer in good condition in compliance with the Purchase Order; (iii) the applicable Purchase Order number must appear on all shipping containers, packing lists, delivery tickets and bills of lading; and (iv) Supplier shall provide Buyer with tracking information/tracking number once goods have been shipped.

6.3 Timely Delivery. Time for delivery is of the essence. Buyer reserves the right to refuse shipments and/or performance of services made before or after the Delivery Date unless otherwise agreed upon in writing by Buyer. In all circumstances, Supplier shall use all commercially reasonable efforts to meet the Delivery Date.

6.4 Passage of Title and Risk of Loss. Title and risk of loss shall pass to Buyer upon delivery at the destination specified by Buyer, or upon final acceptance by Buyer whichever is later.

6.5 Destruction/Delay. If goods ordered are destroyed prior to the title and risk of loss of the goods passing to Buyer, or if the delivery of the goods and/or performance of services is not completed on time by the Delivery Date, Buyer may, at its discretion, require delivery of substitute goods of equal quantity and quality, terminate the Purchase Order as to items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere, or to direct Supplier to ship to Buyer by the most expeditious means available, all at Supplier's risk and expense. In the event of a delay, Supplier shall promptly, but no later than forty-eight (48) hours, notify Buyer of the delay and the anticipated new delivery date in writing, and shall take all reasonable steps to mitigate the potential impact of the delay.

6.6 Quality Management. Supplier shall establish and maintain a quality management system acceptable to Buyer for the goods and the services purchased under the Purchase Order. Supplier shall permit Buyer to review procedures, practices, processes and related documents to determine such acceptability. Supplier shall have a continuing obligation to notify Buyer, promptly but no later than forty-eight (48) hours after being aware of any violation or deviation from Supplier's approved inspection/quality control system and to advise Buyer of the quality and specific identity of any goods provided to Buyer during the period of any such violation or deviation.

6.7 Rejection. Shipments which do not conform with the terms of the Agreement may be returned to Supplier and Supplier shall bear all costs of handling, shipping, transportation and packing in connection therewith and refund any advance payment made therefor. Supplier assumes all risk of loss, damage or destruction to any goods rejected by Buyer. Acceptance of deliveries not in conformance with the Agreement shall not be deemed a waiver of Buyer's right to hold Supplier liable for any loss or damage to Buyer or modify Supplier's obligation to make future deliveries in conformance with the terms of the Agreement.

6.8 Replacement. Should the delivered goods and services fail to meet the specifications or quality standards set forth in the Agreement, Buyer reserves the right to request a replacement of the non-conforming goods and to re-perform the services. Supplier shall arrange for the return of the non-conforming goods and replace them with goods or re-perform the services that meet the specifications and quality standards of the Agreement within fifteen (15) business days of receiving the replacement or re-performance request at Supplier's expense. Supplier shall bear all costs associated with the handling, shipping, transportation, and repacking of the rejected goods. Supplier assumes all risk of loss, damage, or destruction of the rejected goods.

6.9 Acceptance. Acceptance by Buyer shall occur (i) for services or goods installed by Supplier, upon completion and satisfaction of Buyer of any acceptance tests or programs described in the Purchase Order or attachments thereto, as evidenced by any acceptance certificate signed by Buyer; or (ii) for goods not installed by Supplier, on the thirtieth (30th) day following receipt of the goods by Buyer, unless Supplier is notified in writing within this period that, in Buyer's reasonable judgment, the goods do not conform to Supplier's specifications, in which event Buyer may return the goods to Supplier in accordance with Section 6.7.

## 7. WARRANTIES

7.1 Warranty Period. Deliverables provided by the Supplier shall be warranted to be free from defects in workmanship and material under normal use and service for a period of twenty-four (24) months from the date of acceptance under Article 6.8.

7.2 Supplier's Representations and Warranties. Supplier hereby represents and warrants to Buyer that:

- (a) it has all right and authority to sell the goods and/or perform the services set out in the Purchase Order and that all goods shall be provided with good, marketable title free of all liens and encumbrances;
- (b) during the Warranty Period, all goods provided and/or services performed shall comply with the descriptions and specifications as set out in the Purchase Order;
- (c) all goods provided are of genuine and authentic manufacture, new and unused, and throughout the Warranty Period, be free from defects in design, materials, workmanship and manufacture;
- (d) all services shall be performed in a workmanlike and professional manner by employees or subcontractors of Supplier having a level of skill commensurate with the requirements of the agreed upon scope of work;
- (e) the goods and its performance of services do not and shall not infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party; and
- (f) all certifications Supplier submits to Buyer shall be true, accurate, and submitted in a timely basis, and any changes or updates to the certifications shall be communicated promptly to Buyer. This obligation also extends to any sub-suppliers under Supplier, and it is Supplier's responsibility to ensure that its sub-suppliers comply with the requirements set forth in this Agreement.

7.3 Warranty Problem. Buyer's inspection, test, approval, acceptance, or use of any goods shall not relieve Supplier of any warranties specified in the Agreement or otherwise applicable. If Buyer identifies a warranty problem during the Warranty Period, Buyer shall notify Supplier and may, at its sole option, and at Supplier's expense: (i) require Supplier to correct any defect or nonconformance; (ii) return deficient or nonconforming goods to Supplier for a full refund of amounts paid for those deficient or non-conforming goods; or (iii) re-perform or have re-performed the services or any part thereof which fails to conform to Buyer's specifications. Replacement or repaired goods shall be warranted for the remainder of the Warranty Period or six (6) months, whichever is longer.

7.4 Spare Parts. Supplier hereby agrees that it shall make spare parts available to Buyer for a period of three (3) years from the date of final acceptance by Buyer at Supplier's then current price with applicable discounts commensurate with those applied to the Purchase Order.

## 8. TERMINATION

8.1 Termination for Cause. Buyer may terminate the Agreement upon written notice to Supplier if Supplier: (i) fails to perform or otherwise breaches any term of the Agreement and such failure or breach is not remedied within seven (7) days of Buyer's notice of the failure; or (ii) files a petition in bankruptcy, becomes insolvent, or dissolves; or (iii) breaches any confidentiality obligations. In the event of termination for cause as outlined herein, Buyer shall not be obligated to make any further payments to Supplier.

8.2 Termination for Convenience. Buyer may terminate the Agreement in whole or in part at its discretion upon thirty (30) days written notice to Supplier.

8.3 General Effect of Termination. Upon termination of the Agreement, in accordance with Buyer's written direction, Supplier shall immediately: (i) cease work and place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Purchase Order; (ii) prepare and submit to Buyer an itemization of all completed and partially completed goods and/or services; (iii) if requested by Buyer, deliver to Buyer any and all goods and/or services completed up to the date of termination at the price specified in the terminated Purchase Order; (iv) if requested by Buyer, deliver any work-in-process to Buyer and (v) return to Buyer, at the expense of Supplier, all of Buyer's Confidential Information.

8.4 Effect of Termination for Convenience. In the event Buyer terminates the Agreement for its convenience pursuant to Section 8.2 after performance has commenced, Buyer shall compensate Supplier only for the actual and reasonable work-in-process costs incurred by Supplier on goods and/or services required to be delivered within the lead time specified in the Purchase Order, running from Buyer's issuance of the notice of termination. If the Purchase Order does not specify the lead time, the lead time shall be the reasonable average time required to manufacture and deliver the goods and/or perform the services in the relevant industry. Supplier shall use reasonable efforts to mitigate its own and Buyer's liability under this Section 8.4.

8.5 Limitation of Liability. Buyer shall not be liable to Supplier for costs or damages other than as described above, and in no event for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the price allocated to the portion of the terminated Purchase Order.

8.6 Survival. The termination of the Agreement shall not affect any obligation of the Parties incurred before the termination date. Notwithstanding the termination or expiration of the Agreement, the terms and conditions which are, by their context, intended to survive any termination or expiration of the Agreement shall survive the termination or expiration of the Agreement.

## 9. INDEPENDENT CONTRACTOR SERVICES

The Parties agree that Supplier is an independent contractor for all purposes, without express or implied authority to bind Buyer by contract or otherwise. Supplier is responsible for all costs and expenses incident to performing its obligations under the Agreement and shall provide its own supplies and equipment.

## 10. NO INTELLECTUAL PROPERTY CLAIM

Supplier irrevocably agrees not to assert against Buyer, any affiliate or holding or parent company of Buyer, or their direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Supplier affecting the goods and/or the services provided under the Agreement.

## 11. INDEMNITY

11.1 Indemnity Obligation. Supplier shall indemnify, defend, and hold harmless Buyer and its affiliates and holding or parent company, and their officers, directors, employees, contractors, agents and customers, from and against any and all claims, actions, liabilities, damages, losses, costs, and expenses (including legal fees) arising out of or in any way connected with: (i) any claim by a third party alleging that goods or services, the results of such services, or any other products or processes provided under any Purchase Order infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes; (ii) Supplier's failure to comply with Section 15 (Compliance with Laws); (iii) the negligence, acts of omissions, willful misconduct or fraud of the Supplier, its subcontractors or their employees or contractors; and (iv) death or bodily injury to any person or damage or destruction to property, caused by, arising out of, connected with or resulting from the goods and/or the acts or omissions of the Supplier, its agents, or subcontractors or any of their employees or contractors.

11.2 Infringement. Should Buyer's use, or use by its employees, contractors, subcontractors or customers, of any goods or services purchased from Supplier be threatened by injunction or any legal proceeding, Supplier shall, at its sole cost and expense, either: (i) substitute fully equivalent non-infringing goods or services; (ii) modify such goods or services so that they no longer infringe but remain fully equivalent in functionality; (iii) obtain for Buyer, its employees, contractors, subcontractors or customers the right to continue using such goods or services; or (iv) if none of the foregoing is possible, refund all amounts paid for the affected Purchase Order.

## 12. FORCE MAJEURE

In the event that either Party is unable to perform any of its obligations under the Agreement due to natural disaster, actions or decrees of governmental bodies, including but not limited to, acts of God or the public enemy or communications line failure not the fault of, or that could not reasonably have been prevented or avoided by, the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all affected obligations under the Agreement shall be immediately suspended. If the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may give written notice to terminate the Agreement. Except as provided herein, delays in delivery due to Force Majeure Events shall automatically extend the Delivery Date for a period equal to the duration of such Force Majeure Events. Any Warranty Period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such Force Majeure Event.

## 13. CONFIDENTIALITY

Unless expressly provided herein, each Party agrees not to use, copy, alter or directly or indirectly disclose any of the other Party's proprietary or confidential information whether written or verbal ("Confidential Information"), except in the course of performing its obligations and/or exercising its rights under the Agreement. Additionally, each Party agrees to limit its distribution of Confidential Information to its employees, contractors and representatives who have a need to know, and to take reasonable steps to ensure that the dissemination is so limited. In no event will either Party use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use and disclosure of Confidential Information. Supplier shall not advertise or release any statement mentioning Buyer or the fact that Supplier has contracted to furnish goods and/or provide services to Buyer without the prior written consent of Buyer.

## 14. LIMITATION OF LIABILITY

14.1 Limitation of Liability. In no event shall either Party be liable to the other Party for anticipated or actual lost profits, loss of business, loss of savings, or for any indirect, special, incidental or consequential loss or damage however arising from a breach of the Agreement (in contract, tort or otherwise), even if such Party has been advised of the possibility of such damage.

14.2 Cap on Liability. Each Party's liability in contract, tort (including negligence) or otherwise arising under the Agreement shall not exceed the amount equal to the total value of the Purchase Order.

14.3 Exclusions. Notwithstanding Sections 14.1 and 14.2, nothing in the Agreement shall exclude or limit liability for: (i) amounts payable in connection with Supplier's indemnity obligations, (ii) a Party's breach of its confidentiality obligations, (iii) Buyer's payment obligation amounts due under the Agreement, (iv) Supplier's breach of Section 15 (Compliance with Laws), (v) a Party's breach of the other Party's intellectual property rights; or (vi) a Party's gross negligence, willful misconduct or fraud.

## 15. COMPLIANCE WITH LAWS

15.1 General. Supplier shall comply in any and all aspects with all applicable laws, regulations, ordinances, rules and regulations and other legal requirements in the performance of the Agreement.

15.2 Export Control. The Parties acknowledge that the goods, services, and any associated data or articles that may be furnished under the Agreement may be subject to the export controls, which may also include U.S. Export Administration Regulations and/or U.S. International Traffic in Arms Regulations, as deemed applicable (collectively, the "Export Control Regulations"). The Parties agree to comply with all applicable Export Control Regulations and any specific limitations and provisos imposed by the export control agencies on any aspect of the provision of the goods and services in connection with the Agreement.

15.3 Statement of Origin. Upon Buyer's request, Supplier shall promptly provide Buyer with a statement of origin for all goods or any subcomponents of the goods, or provision of services, as applicable, to confirm compliance with legal and regulatory requirements and/or the Agreement.

15.4 No Bribery. Supplier shall not use any payment or other benefit derived from Buyer to offer, promise or pay any money, gift or any other thing of value to any person for the purpose of influencing official actions or decisions affecting the Agreement, while knowing or having reason to know that any portion of this money, gift or thing shall, directly or indirectly, be given, offered or promised to an employee, officer or other person acting in an official capacity for any government or agency or any political party, party official or candidate for political office.

15.5 Permits. Supplier shall at all times refrain from engaging in any illegal, unfair or deceptive trade practices or unethical business practices. Supplier shall at its expense obtain any and all permits, licenses, authorizations, and/or certificates that may be required in any jurisdiction or by any regulatory or administrative agency in connection with its activities under the Agreement.

### 15.6 No Relationship to Criminal Organization.

15.6.1 Each Party represents and warrants to the other Party that it or any of its officers does not fall under any item below and covenants that they will not fall under any item below:

- (a) it is a criminal syndicate, criminal syndicate member, a person who used to be a criminal syndicate member but has only ceased to be a criminal syndicate member for a period of less than five (5) years, criminal syndicate associate, criminal syndicate related company, and racketeer, etc., social/political movement racketeer, or special intelligence violence group, etc. (collectively, "Criminal Organizations");
- (b) its management is controlled or substantially involved by Criminal Organizations;
- (c) it wrongfully engages Criminal Organizations, among others, for the purpose of gaining unjust profit for itself or a third party or for the purpose of harming a third party; it provides funds or assistance to or are otherwise involved with Criminal Organizations; or
- (d) its directors or other persons substantially involved in its management have socially unacceptable relationships with Criminal Organizations.

15.6.2. Each Party covenants that it will not, by itself or through a third party, be engaged in any of the following activities in connection with the Agreement:

- (a) making of demands through violent acts;
- (b) making of unjust demands that go beyond another person's or entity's legal responsibilities;
- (c) verbal threats or the use of physical violence; damaging public confidence in another person or hindering the business operations of another person or entity by spreading rumors, using deceptive measures or using unjust power; or
- (d) any other similar activities.

15.6.3 When a Party becomes aware of its misrepresentation or breach of Section 15.6.1 or Section 15.6.2, it shall promptly notify the other Party thereof.

15.6.4 If a Party breaches this Section 15.6, the other Party may immediately terminate the Agreement with a written notice. In such case, the terminated Party may not claim its losses resulting from the termination against the terminating Party while the terminating Party may claim its Losses resulting from the termination against the terminated Party.

15.7 Notice of Criminal Proceeding. Supplier shall immediately notify Buyer in writing if Supplier is subject to any government criminal proceeding alleging fraud or corrupt practices, once initiated by the filing of a formal charging document in a court of law; and further notify Buyer of any subsequent felony convictions or deferred prosecution agreement(s) related to the foregoing.

15.8 Counterfeit or Suspect Goods. Unless approved in writing by Buyer, Supplier shall use only OEM/OCM or OEM/OCM authorized dealers or distributors. For assemblies containing electronic components, Supplier shall verify that all documents provide chain of custody to the OEM/OCM for each lot in a shipment and provide such documents with Buyer, upon Buyer's request. For components, Supplier shall verify that all documents provide chain of custody to OEM/OCM and provide such documents with Buyer. Supplier shall not provide any goods which contain material known or suspected to be counterfeit. This includes any material

labeled or marked in a misrepresentative manner. Supplier shall immediately notify Buyer if it becomes aware or suspects that any parts furnished under the Agreement are counterfeit. If counterfeit parts or parts suspected to be counterfeit parts are discovered in goods furnished by Supplier under the Agreement, Supplier shall promptly replace such parts with parts acceptable to Buyer. Supplier is liable for any costs associated with the removal and replacement of any counterfeit parts or parts suspected to be counterfeit parts it provides under the Agreement. Such counterfeit parts or parts suspected to be counterfeit parts shall be deemed non-conforming, and Supplier shall disclose the source of the counterfeit parts or parts suspected to be counterfeit parts to Buyer and cooperate with Buyer with respect to any investigations or remedial actions undertaken by Buyer.

## 16. ASSURANCE OF PERFORMANCE

At any time, if Buyer, in its reasonable discretion, believes that Supplier may not have the ability, for any reason, to continue performing the Agreement, including, without limitation, any material change to Supplier's financial condition, balance sheet, or its credit or similar rating, Buyer may request, and Supplier shall provide, written adequate assurances from Supplier of its ability, desire and intent to continue performing. Buyer shall specify the nature of its concerns, and Supplier shall provide Buyer with documents, financial data, or other information needed to satisfy Buyer's concerns including, but not limited to, audited financial statements including monthly profit and loss statements, balance sheets and cash flow statements, bank statements, accounts payable aging, profitability by part number including capital / productivity improvements. Further, Supplier shall immediately notify Buyer in the event Supplier believes it may be unable to pay its debts when due or there is a material change in Supplier's financial position, balance sheet or its credit or similar rating. In the event either or both Parties have concern about Supplier's ability to continue its performance, the Parties shall coordinate to ensure that Buyer receives goods and/or services without interruption in accordance with the Agreement. Buyer shall also have the right to require Supplier to implement remedial actions directed by Buyer to improve Supplier's performance under the Agreement.

## 17. INSURANCE

Without limiting Supplier's duty to hold harmless and indemnify hereunder, Supplier agrees to secure, maintain, and require its subcontractors to maintain, as a minimum the insurance noted in the Purchase Order or, if none is specified, the following minimum insurance coverages and limits:

(a) Workers' compensation insurance, inclusive of an alternate employer endorsement, in an amount sufficient by virtue of the laws of the U.S., foreign country, state, or other governmental subdivision in which the work or any portion of the work is performed and employer's liability insurance in the minimum amount of one million US dollars (USD 1,000,000) for any one occurrence; and

(b) Commercial general liability insurance and umbrella liability insurance, including premises liability and contractual liability, in which the limit of liability for property damage and bodily injuries, including accidental death, shall be at a minimum, a combined single limit of five million US dollars (USD 5,000,000) for any one occurrence.

## 18. GENERAL

18.1 Severability. If any provision of the Agreement shall be deemed to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

18.2 Waiver. Any Party's delay or failure to exercise any of its rights under the Agreement shall not be deemed or construed to operate as that Party's waiver of any such rights.

18.3 Notices. All notices, and other communications hereunder shall be in writing, and shall be addressed to Supplier's address for payment or to an authorized Buyer representative and shall be considered given when (a) delivered personally, (b) sent by email, provided that no error message is received in relation to the delivery, (c) sent by commercial overnight courier with written verification receipt, or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.

18.4 Entire Agreement. The Agreement contains the entire agreement between the Parties and supersedes all previous written or oral agreements relating to the subject matter thereof. The terms and conditions of the Agreement shall prevail over any additional or different terms and conditions in Supplier's acknowledgement, acceptance or any other Supplier documents or communications.

18.5 No Inducement. The Parties acknowledge and agree that they have not been induced to enter into the Agreement by any representation warranty or other assurance not expressly incorporated into it.

18.6 Fraud. The provisions of Sections 18.4 and 18.5 shall not affect the Parties' rights or remedies in relation to any fraud or fraudulent misrepresentation.

18.7 No Third-Party Beneficiary. The Agreement does not and is not intended to confer any benefit on nor create any right exercisable or enforceable by any third party whatsoever, except that ispace, inc., a company duly organized and existing under the laws of Japan and ispace technologies US, inc., a company duly organized and existing under the laws of U.S., respectively Buyer's affiliated company, shall be a third-party beneficiary for all purposes under the Agreement, including its enforcement.

18.8 Amendment. The Agreement may not be varied, modified, altered, or amended except as mutually agreed in writing by both

Parties.

18.9 Entry into Buyer's Premises. During the term of the Agreement, Supplier shall be responsible for ensuring that its employees, servants, and agents shall, whenever on Buyer's premises, obey all reasonable instructions and directions issued by Buyer.

18.10 Records and Audit. Supplier shall keep complete and accurate records of all costs of performance under the Agreement, which shall be subject to inspection and audit by Buyer in the event of termination or equitable adjustment or with respect to the Purchase Order for which the price is based on time and cost of materials.

18.11 Non-assignment. Neither Party may assign or subcontract its rights and/or obligations under the Agreement, in whole or in part, or any interest therein, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed. In addition, a Party who wishes to assign or subcontract its rights and/or obligations under the Agreement shall provide the written notification of assignment or subcontract at least thirty (30) days prior to the expected effective date of the consent. If a Party consents to any such assignment or subcontract, the other Party shall remain liable and responsible for all of its obligations thereunder and shall guarantee performance by its assignee or subcontractor. Notwithstanding the foregoing, the Agreement may be assigned by either Party without the consent of the other Party to its affiliates or in connection with any merger, acquisition, sale of substantially all the assigning Party's assets or business relating to the Agreement, or similar transaction.

18.12 Binding Provisions. The Agreement shall bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

18.13 Captions. The captions, headings, section numbers, and table of contents appearing in the Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, or enlarge the scope or meaning of the Agreement, or any provision thereof.

## **19. GOVERNING LAW AND DISPUTE RESOLUTION**

19.1 Governing Law. The validity, construction, interpretation, and legal effect of the Agreement shall be governed by the laws of the Grand Duchy of Luxembourg (irrespective of its choice of law rules). The application to the Agreement of the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods are expressly excluded.

19.2 Dispute Resolution. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Luxembourg, the Grand Duchy of Luxembourg. The language of arbitration shall be English.

19.3 Injunctive Relief. Each Party agrees that if it breaches any of its obligations with respect to the other Party's Confidential Information or infringes the other Party's intellectual property rights, it shall cause the other Party irreparable injury that cannot be readily remedied in monetary damages in an action at law. Therefore, each Party agrees that the other Party shall be entitled to obtain, on an expedited basis from any court of competent jurisdiction, and without the requirement of the posting of a bond, immediate injunctive relief to enjoin any such breach or prospective breach or any infringement or prospective infringement. The foregoing shall be in addition to, and not in lieu of, such other remedies as a Party may otherwise have available to it under the Agreement and applicable law.

## **20. MATTERS NOT HEREIN**

Any and all matters not specified in the Agreement or a Purchase Order shall be resolved through good-faith negotiation between the Parties.

## **21. EFFECTIVE TERM**

The Agreement shall be effective for five (5) years from the date of execution of the Agreement. Unless either Party requests otherwise in writing at least three (3) months prior to the expiration of the Agreement, it shall continue to be effective for additional one (1) year upon the same terms and conditions, and the same shall apply thereafter. Articles 6.4, 7, 8, 10, 11, 12, 13, 14, 15, 18, 19, 20 and 21 shall remain in full force and effect notwithstanding the termination of the Agreement.