

NTS LABS, LLC
GENERAL TERMS AND CONDITIONS

the hazard, and Buyer agrees to provide a full waiver of all liability for any damage to Buyer's Property, if so requested by Seller.

- (g) Nothing stated herein shall limit the Buyer's other rights as set forth elsewhere herein, or at law or in equity.

5. TOOLING AND SETUPS:

Where applicable, tooling and setups quoted by Seller reflect costs and special designs to adapt or modify Seller's proprietary test equipment or fixtures or Buyer's Property, and neither the Seller's tooling nor the Seller's setups will be released from the Seller's facility. All right, title and interest to Seller's fixtures, special tooling drawings, design and related data is, and shall remain, the property of the Seller, except where the fixtures, tooling, drawings, design and related data are specifically identified as deliverable items in the accepted Order. Seller may incorporate proprietary information, intellectual property or trade secrets of the Seller in such deliverable items or data. Where such information is incorporated into deliverable items, Buyer shall protect such items or data in accordance with the confidentiality provisions of these terms and conditions

LIMITED WARRANTY SET FORTH HEREIN OR BREACH OF ANY OTHER OBLIGATION
UNDER THIS SECTION 6.

- (c) Where applicable, tooling and setups quoted by Seller reflect costs and special designs to adapt

9. CHANGE ORDERS, INTERRUPTIONS, CANCELLATIONS AND TERMINATIONS:

- (a) Change Orders. Seller is not obligated to perform any additional services not specified in the accepted Order, including, but not limited to repeat testing. If Seller agrees to perform additional services requested by Buyer's change to the accepted Order (hereinafter, a "Change Order"), the Seller's price and schedule shall be equitably adjusted for the additional work commensurate with the changed requirements, the status of Seller's work in process at the time of the Seller's receipt of the Buyer's Change Order, and the Seller's written acceptance of the changed or added work. Buyer required revisions of documents/drawings in excess of one revision, or a failure of Buyer to definitively review and approve/disapprove documents and drawings within ten (10) business days may be construed as Change Orders, and the appropriate charges may be added accordingly. In accordance with Seller's Quality Management System and FAR 52.243-

twenty-four (24) hours of that scheduled test date, then Buyer will be charged one hundred percent (100%) of the total quoted price for that test. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations, and liabilities that have accrued as at termination. Conditions which expressly or by implication survive termination of the Contract

liquidation, dissolution or similar relief with respect to Buyer, or if Buyer shall make any assignment for the benefit of creditors, or if a receiver is appointed for Buyer, or if Buyer shall fail to make payments in accordance with these terms and conditions, or if in Seller's opinion Buyer's credit has been impaired, Seller may, at its option, terminate Buyer's credit terms by written notice

(e)

- (c) The Buyer agrees not to provide or otherwise make available Personal Data to the Seller, other than business contact information (for example, business, telephone number, job title, and email address), unless otherwise required for the provision of the Services, in which case such additional Personal Data shall be specifically i2 Tm0 gl D&n0e6(e)66(o)6i21(o)6(f)(d)6(itiv(b)9(u)c21(p)6(r)8(s) Tr

this Section 14, provided that the Data Processor notifies the Data Controller of the

- (b) In the event of a breach of this Section 17 which leads to the departure of any person as referred to herein, the Buyer will pay to the Seller, on demand, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be impracticable or extremely difficult to calculate with reasonable certainty), a sum equivalent to 50% of the total annual remuneration package paid by the Seller to the individual prior to his or her departure. The Buyer acknowledges that this provision is a fair and reasonable term intended to be a genuine assessment of the likely loss to the Seller.

18. ENTIRE AGREEMENT:

This Contract constitutes agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings

24. ELECTRONIC SIGNATURE VALID:

The parties agree that the contract between the Buyer and Seller may be executed: (i) pursuant to the process set forth in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et. seq.), or (ii) in as many counterparts as may be