

MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) is entered into by and between Futurex, L.P., and any Affiliate thereof, with its principal place of business located at 864 Old Boerne Road, Bulverde, Texas 78163, USA (“Futurex”), and Customer, and any Affiliate thereof. Futurex and Customer may also be referred to individually as a “Party” or collectively as the “Parties” throughout this MSA.

1. DEFINITIONS

Unless otherwise specified in the Agreement, capitalized terms used in this MSA will have the meanings attributed to them in this Section 1 (Definitions).

“Affiliate” means, with respect to each Party, any entity which directly or indirectly controls, is controlled by, or is under common control with, such Party.

“Agreement” means this MSA, all Order Documents, and any amendments, schedules and/or exhibits to the foregoing.

“Confidential Information” means material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, services, customers and Intellectual Property Rights of the other Party that may not be accessible or known to the general public. Confidential Information shall include, but shall not be limited to, the terms of the Agreement. Futurex Confidential Information shall include, but is not limited to, Documentation and any other information which concerns technical details of operation of any of Futurex’s Services offered or provided hereunder.

“Documentation” means all documentation to be provided by Futurex hereunder, including all guides or manuals.

“Force Majeure Event” means an event or circumstance beyond the reasonable control of either Party including, but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott.

“Intellectual Property Rights” means any and all now known or hereafter existing rights associated with intangible property, United States and foreign copyrights, trade dress, trade names, trade secrets, trademarks, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated), whether registered and unregistered, and including any renewal rights relating thereto.

“Order Document” means either a Service Order Form (“Service Order Form”), a statement of work (“SOW”), a proposal, or such other similar document, as applicable, that has been issued pursuant to this MSA and executed by the Parties.

“Services” means all services to be provided to Customer pursuant to one or more Order Documents issued in accordance with this MSA, and includes other Futurex Works, if any, provided in connection with such Services.

“Taxes” mean taxes, duties, fees and other governmental charges of any kind (including business, sales, services, use, and value-added taxes and any applicable penalties, interest and other additions thereto, but excluding taxes based on the net income of Futurex) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any of Services and/or Documentation.

“Futurex Works” means (a) all of Futurex’s Confidential Information, Services, Documentation or other software, materials, tools, templates, technology or APIs developed by or on behalf of Futurex, or provided

by Futurex, pursuant to the Agreement or otherwise; (b) all other proprietary information of Futurex; (c) all customizations, modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces in and to each of the items in (a) and (b) contained in this definition; (d) the Intellectual Property Rights in and to each of the items in (a) through (c) contained in this definition; and (e) the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the Services or Documentation. For the avoidance of doubt, Futurex Works do not include Customer's preexisting hardware, software, or networks.

2. RIGHTS AND OBLIGATIONS

(a) Purchase and Provision of Services. All Services and/or Documentation to be provided by Futurex hereunder shall be purchased or licensed under one or more Order Documents that the Parties may enter into from time to time. An Order Document shall contain a description of the Services being obtained, and/or any additional terms and conditions specific to such Services. All signed Order Documents are subject to the terms and conditions of this MSA. Each Order Document will provide Services to only the Customer and its Affiliates specifically identified therein. Upon request, Customer will provide Futurex with an internal purchase order or reference number for invoicing purposes.

(b) Installation and Configuration. All hardware and software to be provided, as well as web-based application access, and installation and/or other professional services will be expressly provided for in an Order Document.

(c) Fees and Payment Terms. Customer shall pay Futurex as specified in the applicable Order Document without deduction or setoff arising from any other Order Documents. Such payment shall be made: (i) in U.S. Dollars; (ii) within thirty (30) days from the invoice date unless otherwise stated in the applicable Order Document; and (iii) in accordance with the remittance instructions as set forth in the applicable invoice. All fees paid are non-refundable. Beginning the day after the due date of the invoice, interest shall be due and payable by Customer at the rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is less, on any portion of the invoice which has not been paid.

(d) Taxes. The fees stated are exclusive of any applicable Taxes. All Taxes shall be borne by Customer and shall not be considered a part of, a deduction from or an offset against such fees. All payments due to Futurex shall be made without any deduction or withholding on account of any Taxes except as required by applicable law, in which case the sum payable by Customer from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Futurex receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

Futurex is required to invoice Customer for all appropriate taxes and expenses which Futurex is obligated to collect. Customer shall provide Futurex an applicable exemption certificate, direct pay permit, or other exempt entity documentation, prior to billing of services. If a validly executed certificate is not provided to Futurex in fulfillment of such requirement prior to billing of such services or product, then Customer will be responsible for penalties or interest resulting from such failure. Customer shall be responsible for any sales and use taxes due to a taxing jurisdiction on applicable products and services billed where Futurex is not required by law to collect sales and use taxes.

(e) Publicity. Any and all press releases and other public announcements relating to the existence or terms of the Agreement or the related transactions between Futurex and Customer must be approved in advance by Futurex. Futurex is hereby authorized to use Customer testimonials and/or develop documentation relating to Customer's experience for use in case studies and marketing collateral. In the event Customer

provides testimonials and documentation, Customer hereby expressly consents to use of Customer's name or other identifying information.

3. GRANT OF LICENSE

(a) License. In consideration of Customer's payment of applicable fees and subject to the terms and conditions in the Agreement, Futurex grants Customer or its Affiliate, as applicable under the relevant Order Document, a limited, non-exclusive, non-transferable, non-sublicenseable, revocable license, during the term of Services under any applicable Order Document to access and use the Services in accordance with the applicable Order Document, instructions or Documentation and any end user license restrictions.

(b) License Restrictions. The licenses granted in Section 3(a) (License) above or in any applicable Order Document shall be limited solely to use in connection with using or receiving the Services performed by Futurex pursuant to the applicable Order Document.

Other than as expressly permitted under the Agreement or applicable law, Customer is prohibited from using the Services and Futurex Works in any manner and for any other purpose. Customer is prohibited from copying, sublicensing, selling, renting, leasing or otherwise distributing copies of the Documentation and Futurex Works, or permitting either direct or indirect use of the Services, Documentation or Futurex Works by any third party. Customer shall not build (or attempt to build) a competitive product or service using the Services, Documentation and Futurex Works procured hereunder. In the event modifications are made to the Services, Documentation, or Futurex Works by anyone other than Futurex or its authorized subcontractors (which shall not include Customer), any and all warranties and indemnifications with respect to the Services or any portion thereof shall immediately terminate.

4. PROPRIETARY RIGHTS

Except for any limited license expressly granted in the Agreement, Customer acknowledges that Futurex retains all right, title and interest in and to Futurex Works. Except as otherwise expressly stated in the Agreement, nothing in the Agreement shall create any right of ownership or license in and to the other Party's Intellectual Property Rights, and each Party shall continue to independently own and maintain its Intellectual Property Rights.

5. CONFIDENTIAL INFORMATION

(a) Obligations. The Parties acknowledge that by reason of their relationship under the Agreement, they may have access to and acquire Confidential Information of the other Party. Each Party receiving Confidential Information (the "Receiving Party") agrees to maintain all such Confidential Information received from the other Party (the "Disclosing Party"), both orally and in writing, in confidence and protected in at least the same manner as the Receiving Party protects its own confidential information of like importance (and in no event with less than reasonable care). The Receiving Party shall not disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the terms of the Agreement to its legal and business advisors, in each case, if such third parties agree to maintain the confidentiality of such Confidential Information under terms no less restrictive than those set forth herein and further provided that Futurex may disclose or otherwise make available such Confidential Information as reasonably necessary for its performance of Services. Futurex further agrees to use the Confidential Information only as reasonably necessary for the purpose of performing the Agreement. Customer agrees to use the Confidential Information only as reasonably necessary for receipt of the Services hereunder. The Parties' obligations hereunder with respect to a particular Order Document shall terminate three (3) years after the termination or expiration of the applicable Order Document, provided, however, that a Receiving

Party's obligation to protect any Confidential Information that is a trade secret under applicable law shall continue as long as such Confidential Information remains a trade secret under applicable law.

(b) Exclusions. Notwithstanding Section 5(a) (Obligations), the obligations set forth in this Section 5 (Confidential Information) herein shall not apply to Confidential Information which: (i) is or becomes a matter of public knowledge through no breach of this MSA by the Receiving Party; (ii) was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party without an obligation of confidentiality to the Disclosing Party; (iii) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction; (iv) is independently developed by the Receiving Party without resort to the Confidential Information; or (v) is required by applicable law or judicial order to be disclosed, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such required disclosure in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent the disclosure, and shall reasonably cooperate with the Disclosing Party's efforts to secure such a protective order or other legal remedy to prevent the disclosure.

6. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION; DISCLAIMER; LIMITED REMEDIES

(a) Customer's Representations and Warranties. Customer represents and warrants that (i) it has the corporate power and authority to enter into, and perform its obligations under, the Agreement; and (ii) it will not make any unauthorized representation or warranty, whether written or oral, to any third party relating to any Services, Futurex Works or Documentation.

(b) Futurex's Representations and Warranties. Futurex represents and warrants that it has the corporate power and authority to enter into, and perform its obligations under, the Agreement.

(c) General Indemnification. Each Party shall indemnify, defend and hold harmless the other Party, and its directors, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) based on the gross negligence or willful misconduct of the Indemnitor (as defined herein), its employees, agents, or contractors in the performance of the Agreement.

(d) Futurex's Indemnification Related to Intellectual Property Infringement.

To the extent any third party claim, suit, proceeding or judgment is based on a claim that the Services infringe any United States patent, United States copyright or trade secret (an "Infringement Claim"), Futurex shall defend Customer, and its directors, officers, agents, employees, successors and assigns from such Infringement Claim, and indemnify and hold harmless Customer for damages finally awarded against Customer to the extent such damages are attributable to direct infringement by the Services or agreed to in settlement by Futurex, plus costs (including reasonable attorneys' fees and expenses).

In the event of any Infringement Claim, Futurex shall have the right, at its sole option, to obtain the right to continue use of the affected Services or to replace or modify the affected Services so that they may be provided by Futurex and used by Customer without infringement of the applicable third party United States patent, United States copyright or trade secret rights. If neither of the foregoing options is available to Futurex on a commercially reasonable basis, Futurex may terminate the applicable Order Document(s) immediately upon written notice to Customer, and within thirty (30) days after such termination shall pay Customer a termination fee equal to the prorated portion of any fees (excluding installation and any other non-recurring fees) paid in advance by Customer commensurate with the remaining portion of the service period for which such fees were assessed and paid.

The foregoing indemnity under Section 6(d) (Indemnification Related to Intellectual Property Infringement) shall not apply to any infringement resulting from: (i) any open source or third party components or products; (ii) any use of the Services not in accordance with the Agreement; (iii) any use of the Services in combination with other materials, services, software or hardware not supplied by Futurex if the alleged infringement would not have occurred but for such combination; (iv) any modification of the Services not performed by Futurex if the alleged infringement would not have occurred but for such modification; or (v) use of an allegedly infringing version of the Services if the alleged infringement could be avoided by the use of a more current version of the Services made available to Customer.

(e) Indemnification Process. The indemnified party (“Indemnitee”) shall promptly notify the indemnifying Party (“Indemnitor”) of any claim for indemnity by providing written notice pursuant to Section 9(a) (Notices) hereof. The indemnification obligation of the Indemnitor shall be contingent upon such notification. Specifically, when providing notice of an Infringement Claim under Section 6(d) (Indemnification Related to Intellectual Property Infringement), any such written notice shall (i) identify the United States patent, United States copyright or trade secret asserted by a third party and the Services potentially impacted by the Infringement Claim; and (ii) identify, initially and on an ongoing basis, any other potential indemnitor to whom Customer has provided notice of such claim and the services, software or hardware supplied to Customer by such other potential indemnitor.

After receipt of such notice, the Indemnitor shall have a reasonable time to investigate whether the third party claim might fall within the scope of the indemnification prior to assuming the defense of such claim. With respect to any claim for which such notification is provided or otherwise within the scope of the indemnity, the Indemnitor shall have the right to control and bear full responsibility for the defense of such claim (including any settlements); provided however, that: (A) the Indemnitor shall keep the Indemnitee informed of, and consult with the Indemnitee in connection with the progress of such litigation or settlement; (B) the Indemnitor shall not have any right, without the Indemnitee’s written consent, which consent shall not be unreasonably withheld, to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of the Indemnitee, or requires any specific performance or non-pecuniary remedy by the Indemnitee; and (C) the Indemnitee shall have the right to participate in the defense of a claim with counsel of its choice at its own expense.

Each Party’s obligation to defend under this MSA is independent of its obligation to indemnify and hold harmless hereunder. Notwithstanding anything contained herein, the Indemnitor’s assumption of the defense of any claim determined to be within the scope of the indemnity shall not prejudice the later determination of whether a claim is properly subject to indemnification hereunder nor waive the Indemnitor’s right at any time to disclaim obligations (including, but not limited to, disclaiming the obligation to defend a claim) under Section 6(c) (General Indemnification), Section 6(d) (Indemnification Related to Intellectual Property Infringement) or Section 6(e) (Indemnification Process) with respect to any claim or damages to the extent they are not subject to indemnification or defense under any of the foregoing Sections.

(f) DISCLAIMER; LIMITED REMEDIES.

EXCEPT FOR THE EXPRESS LIMITED WARRANTIES CONTAINED IN (I) SECTION 6(A) (CUSTOMER’S REPRESENTATIONS; WARRANTIES); SECTION 6(B) (FUTUREX’S REPRESENTATIONS AND WARRANTIES); AND SECTION 9(m) (ANTI-BRIBERY AND COMPLIANCE WITH LAWS) OF THIS MSA OR (II) AN APPLICABLE ORDER DOCUMENT, ALL SERVICES (INCLUDING, FUTUREX WORKS) ARE PROVIDED “AS IS”, “WHERE IS” AND “AS AVAILBLE”, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW FUTUREX DISCLAIMS

ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. FUTUREX DOES NOT WARRANT THAT USE OF THE DOCUMENTATION, SERVICES, OR FUTUREX WORKS WILL BE UNINTERRUPTED OR ERROR FREE. FUTUREX HEREBY DISCLAIMS, AND WILL NOT BE LIABLE FOR, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR USE OF, OR DISCLOSURE OF DATA THAT IS NOT DUE TO A BREACH OF ANY PROVISIONS OF THIS MSA BY FUTUREX.

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, THE RIGHTS AND REMEDIES SET FORTH IN SECTION 6(D) (FUTUREX'S INDEMNIFICATION RELATED TO INTELLECTUAL PROPERTY INFRINGEMENT) CONSTITUTE THE ENTIRE OBLIGATION OF FUTUREX AND THE EXCLUSIVE REMEDIES OF CUSTOMER AND ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS WITH RESPECT TO THE SUBJECT MATTER THEREOF.

7. TERM AND TERMINATION

(a) Term and Renewal. This MSA will commence as of the Effective Date and will continue until terminated in accordance with this Section 7 (Term and Termination). Each Order Document will commence on the effective date identified therein and shall continue for the term identified therein ("Initial Term") unless earlier terminated pursuant to terms and conditions thereof or as set forth below. Unless otherwise stated in the Service Order Form, following expiration of the Initial Term, a Service Order Form will automatically renew for successive eighteen (18) month terms (each a "Renewal Term") and unless or until: (i) earlier terminated pursuant to the terms and conditions thereof or as set forth below; or (ii) either Party provides written notice to the other Party at least thirty (30) days prior to the commencement of a Renewal Term of its intent not to renew. The Initial Term and any Renewal Terms of a Service Order Form are collectively referred to as the "Term".

Termination of any one Order Document shall not modify the term of this MSA or any other Order Documents. Termination of this MSA shall immediately terminate any and all Order Documents executed hereunder. The terms and conditions applicable to any Renewal Term(s) will be the same as those in effect for the immediately preceding portion of the Term unless otherwise stated in the applicable Order Document. Notwithstanding the foregoing, Futurex may increase fees for any Renewal Term by providing written notice of such increase to Customer at least thirty (30) days prior to the commencement of such Renewal Term.

(b) Termination for Default. In the event of a material breach of this MSA or any Order Document (excluding any breaches for which an exclusive remedy is expressly provided in either of the foregoing), the non breaching Party may terminate this MSA or Order Document, as applicable, if such breach is not cured within thirty (30) days after written notice of the breach (or such timeframe as may be otherwise set forth herein or an Order Document).

(c) Termination for Insolvency. Each Party may terminate this MSA or any Order Document, effective immediately upon written notice, should the other Party: (i) admit in writing its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings, or have proceedings instituted against it, seeking relief or reorganization under any laws relating to bankruptcy or insolvency; or (iv) have a court of competent jurisdiction appoint a receiver, liquidator, or trustee over all or substantially all of such Party's property or provide for the liquidation of such Party's property or business affairs.

(d) Survival of Terms. The following shall survive the expiration or termination of this MSA or any Order Document:

- (i) Any payment obligations which accrued prior to termination or expiration of this MSA or any Order Document;
- (ii) Sections 1 (Definitions), 2(d) (Taxes), 2(e) (Publicity), 4 (Proprietary Rights), 5 (Confidential Information), 6(c) (General Indemnification), 6(d) (Futurex's Indemnification Related to Intellectual Property Infringement), 6(e) (Indemnification Process), 6(f) (Disclaimer; Limited Remedies), 7(d) (Survival of Terms), 8 (Limitation of Liability), and 9 (General Provisions) of this MSA; and
- (iii) All sections contained in Order Documents titled "Disclaimer", "Limitation of Liability", "Indemnification" and/or equivalents thereof, as applicable.

In addition, all provisions that can be given proper effect only if they survive the termination or expiration of this MSA or any Order Document will survive termination or expiration of this MSA or any Order Document.

8. LIMITATION OF LIABILITY

THE PARTIES AGREE THAT:

(A) EXCEPT FOR (I) LIABILITY ARISING FROM DEATH OR SERIOUS BODILY INJURY OR SECTION 6(D) (FUTUREX'S INDEMNIFICATION RELATED TO INTELLECTUAL PROPERTY INFRINGEMENT); (II) CUSTOMER'S BREACH OF ITS OBLIGATIONS IN SECTION 3 (GRANT OF LICENSE) OR SECTION 9(m) (ANTI-BRIBERY AND COMPLIANCE WITH LAWS); OR (III) EITHER PARTY'S BREACH OF ITS OBLIGATIONS IN SECTION 5 (CONFIDENTIAL INFORMATION), EACH PARTY'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS UNDER THE AGREEMENT SHALL NOT EXCEED TWO (2) TIMES THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO FUTUREX DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS, UP TO A MAXIMUM OF ONE MILLION DOLLARS (\$1,000,000).

(B) EXCEPT FOR (I) EITHER PARTY'S BREACH OF ITS OBLIGATIONS IN SECTION 5 (CONFIDENTIAL INFORMATION) OR (II) CUSTOMER'S BREACH OF ITS OBLIGATIONS IN SECTION 3 (GRANT OF LICENSE), NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY, UNDER ANY CIRCUMSTANCES, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST DATA, PROFITS, OPPORTUNITIES OR REVENUES, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. GENERAL PROVISIONS

(a) Notices. All notices shall be in writing, unless otherwise provided in an applicable Order Document with respect only to operational communications, and addressed to the Party to be served at the respective addresses set forth in the Order Document, or as provided in this MSA (set forth below), as applicable. Any such notice shall be served personally or by certified mail (postage prepaid), internationally recognized overnight delivery service (such as Federal Express or DHL), or courier. Notice shall be deemed served (i) upon personal delivery or delivery by courier; (ii) upon the second business day after the date sent for notices sent via overnight delivery; or (iii) upon the fifth business day after the date sent for notices sent

via certified mail. Either Party may change the address to which notices are to be delivered by written notice to the other Party. Notices to Futurex shall be addressed to the General Counsel located at 864 Old Boerne Road, Bulverde, TX 78163. Notices to Customer shall be addressed to Customer at the address defined in the applicable Service Order Form.

(b) Entire Agreement. This MSA, Order Documents, any schedules or exhibits hereto or thereto, and any end user license terms, where applicable, constitute the entire understanding and agreement between Futurex and Customer with respect to any Documentation and/or Services ordered hereunder, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication relating thereto.

(c) Amendments and Waiver. Any term or provision of the Agreement may be amended, and the observance of any term of the Agreement may be waived, only by a writing referencing the Agreement and signed by the Parties to be bound. The Agreement may not be modified solely by submission of a purchase order or similar instrument referencing the Agreement. Neither Party will waive any right under the Agreement by failing to insist on compliance with any of the terms of the Agreement or by failing to exercise any right hereunder.

(d) Force Majeure. Neither Party shall be deemed in default hereunder, nor shall it hold the other Party responsible for, any cessation, interruption or delay in the performance of its obligations under the Agreement (excluding payment obligations) due to a Force Majeure Event, provided that the Party relying upon this Section 9(d) (Force Majeure): (i) gives written notice to the other Party as soon as possible; and (ii) takes all steps reasonably necessary to mitigate the effects of the Force Majeure Event; provided further, that if a Force Majeure Event continues longer than thirty (30) days in the aggregate, either Party may immediately terminate the Agreement upon written notice.

(e) Severability. If any provision of the Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The Parties shall negotiate in good faith a valid provision in place of the invalid provision that most closely approximates the economic purpose and intent of the invalid provision.

(f) Export Requirements and Foreign Reshipment Liability. Each Party agrees to comply with all export requirements ("Export Control"). Regardless of any disclosure made by Customer to Futurex of an ultimate destination of the Services, Futurex Works, Documentation, or technical data (or portions thereof) supplied by Futurex ("Futurex Technology") and, notwithstanding anything contained in the Agreement to the contrary, Customer will not:

- (i) modify, export, or re-export, either directly or indirectly, any Futurex Technology to any destination restricted or prohibited by Export Control, without first obtaining any and all necessary licenses from the government of the United States or any other country that imposes Export Control;
- (ii) provide Futurex Technology to any proscribed party on the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons", the United States Commerce Department's "denied parties list", the United States Commerce Departments "BIS Entity List" or such other applicable lists; or
- (iii) export or re-export Futurex Technology, directly or indirectly, for end uses prohibited by Export Control (including, but not limited to, nuclear, missile, or chemical/biological weaponry end uses).

Futurex shall have the right to suspend performance of any of its obligations under the Agreement, without prior notice and without any liability to Customer if Customer fails to comply with this Section 9(f) (Export Requirements and Foreign Reshipment Liability).

(g) Assignment. Neither Party may assign or transfer the Agreement or any obligation hereunder without the prior written approval of the other Party, which approval may not be unreasonably withheld.

(h) Independent Contractors. The Parties to the Agreement are independent contractors. Neither Party is an agent, representative, joint venturer, or partner of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. Neither Party shall act or fail to act in a way that could reasonably cause others to believe it has authority to act on behalf of the other beyond the authority expressly granted herein. Except as provided for in the Agreement, each Party shall bear its own costs and expenses in performing the Agreement.

(i) Governing Law. The Parties agree that the Agreement, and any disputes arising out of or related to the Agreement, shall be governed by, construed, and enforced in all respects in accordance with the laws of Texas, United States of America, excluding its conflict of laws rules. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. For all disputes arising out of or related to the Agreement, the parties hereby submit all controversies, claims and matters of difference in any way related to this Agreement or the performance or breach of the whole or any part hereof to arbitration in San Antonio, Texas, according to the rules and practices of the American Arbitration Association from time to time in force. Arbitration of any such controversy, claim or matter of difference shall be a condition precedent to any legal action thereon. This submission and agreement to arbitration shall be specifically enforceable. Awards shall be final and binding on all parties to the extent and in the manner provided by Texas law. All awards may be filed by any party with the Clerk of the District Court in the County of Bexar, and an appropriate judgment entered thereon and execution issued therefor. At the election of any party, said award may also be filed, and judgment entered thereon and execution issued therefor, with the clerk of one or more other courts, state or federal, having jurisdiction over the party against whom such an award is rendered or its property.

(j) Third Party Beneficiaries. No provisions of the Agreement are intended nor shall be interpreted to provide or create any third party beneficiary rights or any other rights of any kind in any other party.

(k) Order of Precedence. In the event of a conflict between this MSA and any Order Document, the terms of the Order Document shall govern, but only in regard to the specific Service provided under that Order Document.

(l) English Version. If the Agreement is translated into any language other than English, and if there is a conflict between the English version and the translated version, then the English version shall prevail in all respects.

(m) Anti-Bribery and Compliance with Laws. Customer represents, warrants and covenants that Customer, in the exercise of their rights and the performance of their obligations under the Agreement, or in connection with any transaction contemplated or authorized by the Agreement, have not, and shall not, pay or give, offer or promise to pay or give, or authorize any third party to pay or give, any money or any other thing of value directly or indirectly for the purpose of unfairly obtaining or retaining any business or securing any other unfair advantage to: (i) any government official or government employee (including any official or employee of a state-owned commercial enterprise or public international organization); (ii) any political party or officer or employee of any political party; (iii) any candidate for political office; (iv) any officer or

employee of any customer or potential customer; or (v) any other person, firm, corporation or other entity at the suggestion, request or direction, or for the benefit of, any of the foregoing persons or entities. Customer further represents, warrants and covenants that all amounts paid to Customer by Futurex hereunder, including, but not limited to, any discounts or credits furnished by Futurex, if any, shall not be paid or given to any other person, firm, corporation or other entity, except in payment for a bona fide business purposes authorized by the Agreement and incurred in connection with the performance of services hereunder in accordance with applicable law.

Both Parties agree to comply with all applicable federal, state and local laws and regulations of the United States and all other relevant countries which are applicable to its business. Customer represents, warrants and covenants that it: (A) is aware of, understands and will comply with the provisions of the U.S. Foreign Corrupt Practices Act (the "FCPA") and the U.K. Bribery Act; and (B) will not take any action that might be a violation of (1) either of these acts or (2) other applicable anti-corruption laws that prohibit the same type of conduct (including, but not limited to, the making of corrupt payments). Customer represents, warrants and covenants that it has the policies and procedures in place sufficient to ensure compliance with the provisions of FCPA and the U.K. Bribery Act.

(n) Cumulative Remedies. Except as otherwise expressly provided in the Agreement, all remedies provided for in the Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law or in equity.

(o) Section Headings and Counterparts. This MSA and any applicable Order Document may be executed by facsimile and in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. The section headings in the Agreement are for convenience of reference only and will not be given effect to interpret or construe any of the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this MSA to be duly executed and delivered as of the Effective Date.