



G3 Aerospace Services Terms and Conditions

These terms and conditions (“Terms”) govern the provision of services (“Services”) and the sale of Products (“Products”) by G3 Aerospace LLC (“G3”) and its divisions, subsidiaries and affiliates, to the party to whom the applicable technical proposal, commercial proposal, and/or quote (collectively, “Proposals”) are addressed (“Customer”). These Terms take precedence over Customer’s subsequent, supplemental or conflicting terms and conditions to which notice of objection is hereby given, regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Neither G3’s commencement of performance or delivery shall be deemed or constituted as acceptance of Customer’s subsequent, supplemental or conflicting terms and conditions. These Terms, together with the Proposals, constitute the entire agreement (“Agreement”) between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, and shall govern all accepted purchase orders. In the event of any conflict between these Terms and the Proposals, the Proposals shall govern. Customer’s execution of the Proposals, issuance of a purchase order, tender of payment to G3, or acceptance of the Services and/or Products from G3, whichever comes first, shall be deemed to constitute acceptance of the terms and conditions of the Agreement. THESE TERMS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED LEGAL REPRESENTATIVE OF G3.

1. RELATIONSHIP OF THE PARTIES

1.1. INDEPENDENT CONTRACTORS

G3 and Customer (herein collectively, “Parties” or individually a “Party”) agree and intend that the relationship between them created by this Agreement and any Proposals provided hereunder is that of independent contractors. This Agreement shall not create a relationship of employer and employee. Similarly, employees of one Party shall not be deemed to be employees of the other Party. Each Party shall be solely responsible for compensating its employees and contractors and withholding any amounts required to be withheld from their compensation by law.

1.2. NO AGENCY

Neither Party: (a) is the agent of the other, (b) has the authority to bind the other, or (c) shall hold itself out to any third party as having any such authority. Neither Party is responsible to any customer for the quality of services or the performance of products furnished by the other Party. Each Party is solely responsible for establishing the prices for its own Products, Services, and Deliverables. “Deliverables” shall mean the tangible results of the Services provided by G3 to Customer.

2. SERVICES

2.1. SCOPE OF WORK

G3 shall perform for Customer the Services specified in the Proposals (“Scope Definition”), or any other quote or statement of work subject to these Terms.

2.2. CHANGES TO THE PROPOSALS

Unless the accompanying Proposals provide otherwise, the proposed fees constitute G3's estimate to perform the Services required to complete the Scope Definition or facilitate the provision of engineering



hours delivered, as specified in the Proposals. Customer's required Services often are not fully determinable in the initial planning; accordingly, developments may dictate a change in the scope of Services to be performed ("Change Order"). Any changes to the Scope Definition may result in an impact to cost and or schedule, resulting in a Change Order detailing such changes. Any scope changes shall be negotiated in good faith and brought to a resolution within 3 business days from the notification of a Change Order request from either party. Any delays caused by the Customer's failure to deliver any Customer Requirements, or any other necessary documents, information, data, etc. shall be cause for a Change Order, under this section. Each Change Order must be mutually agreed upon and executed in writing before any work towards the change in scope can be performed.

3. PAYMENT FOR SERVICES AND EXPENSES

3.1. PAYMENT

Customer shall pay for the Services and/or Deliverables in accordance with the terms and conditions of this Agreement and the payment terms specified in the Proposal.

3.2. OPINION OF PROBABLE COSTS

When required as part of our work, G3 will furnish opinions of probable cost but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by G3 hereunder will be made on the basis of G3's experience and qualifications and will represent G3's judgment as an experienced and qualified design professional. G3 does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

3.3. TIMING OF PAYMENT

Unless otherwise set forth in the Proposal, the Customer shall pay the amounts payable to G3 hereunder within fifteen (15) days of rendering of Services/Deliverables on any applicable Proposals.

3.4. REIMBURSEMENT

Customer shall reimburse G3 for those reasonable expenses pre-approved by Customer, agreed to in the applicable Proposals and incurred by G3 in the performance of the Services under the applicable Proposals within fifteen (15) days of the expense(s) being invoiced.

3.5. LATE FEES

Unpaid balances exceeding the net terms of the Agreement shall be assessed a late fee of 5% per month of any unpaid balance. An additional 2.5% of the total unpaid amount will be assessed monthly for continued non-payment after the second month in which an account remains past due. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by the Customer. In addition, Service Provider may, after giving five (5) days' written notice to the Customer, suspend the services until Service Provider has been paid in full all amounts due. Payments will be credited first to interest and then to principal.



4. RESPONSIBILITIES OF THE CUSTOMER

4.1. CUSTOMER RESPONSIBILITIES

Those tasks and responsibilities required of Customer shall be expressly set out in each of the applicable Proposals. Additionally, when entry to property is required by the work, the Customer agrees to obtain for G3 legal right-of-entry onto the property.

4.2. DELAYS/CHANGES BY CUSTOMER

Under no circumstances shall G3 be responsible for delays by Customer or third parties. Should Customer cause a delay to the services that changes the task specifications of the services and/or the time required to perform the services contemplated under any Proposals, Customer shall be responsible for any increased costs.

5. CONFIDENTIAL INFORMATION

5.1. DEFINITIONS.

“Confidential Information” shall mean any information (whether or not in writing) relating to or disclosed in the course of the performance of this Agreement, which is (a) marked as “confidential” or (b) not generally known to the public or in the trade and is or should be reasonably understood to be confidential or proprietary to the disclosing party, including without limitation: (i) marketing and sales information, (ii) drawings, documentation and any analyses, compilations, studies or other documents incorporating or developed from Confidential Information, (iii) the terms and conditions of this Agreement, (iv) the identities of Customers and (v) the identities of suppliers. In the event a Party receives information from the Customer and such information is disclosed to the other Party to this Agreement, then such information will be considered Confidential Information of the disclosing Party. Confidential Information shall not include information (a) already known to the receiving Party lawfully and not in violation of any agreement (whether or not in writing) to which the receiving Party is a party relating to the confidentiality thereof, (b) publicly known other than as a result of disclosure by the receiving Party, (c) obtained from any third party which was not, to the knowledge of the receiving Party, under any obligation of confidentiality relating to the confidentiality thereof, or (d) independently developed by the receiving Party without the use or inclusion of any Confidential Information. The receiving Party shall not be in breach of its obligations with respect to Confidential Information hereunder in the event the disclosure of any Confidential Information is required by law, rule, regulation or court order, provided that prior to any such disclosure by a receiving Party, the disclosing Party is given notice to enable it to move for a protective order. “Trade Secret” is defined as any financial or operational information, client information, employee information, process, procedure, formula, or improvement which: (i) is known to a Party and not generally known to the public or to another person who can obtain economic value from its disclosure; (ii) a Party derives economic value, actual or potential, from the information or trade secret as otherwise defined above by its not being generally known by the public or to any other person who can obtain economic value from its disclosure; and (iii) a Party considers such information confidential and treats it as a secret subject through reasonable efforts to maintain its secrecy.

5.2. USE OF CONFIDENTIAL INFORMATION

During the duration of this Agreement and any open Proposals and for a period of ten (10) years after the termination of this Agreement or the conclusion of last open Proposals hereunder, whichever is later, the Parties shall each keep confidential and protect from unauthorized use and disclosure all (a) Confidential



Information, Proprietary Information and/or Trade Secrets; (b) tangible items and software containing, conveying or embodying such information; and (c) tooling identified as being subject to this section and obtained, directly or indirectly, from the other in connection with this Agreement or other agreement referencing this contract (collectively referred to as "Proprietary Information and Materials"). The Parties shall each use Proprietary Information and Materials of the other only in the performance of and for the purpose of this Agreement and/or any Proposals.

5.3. RETURN OF CONFIDENTIAL INFORMATION

Upon a disclosing Party's request at any time, and in any event upon the completion, termination or cancellation of this Agreement, the receiving Party shall return to the disclosing Party all of disclosing Party's Proprietary Information and Materials and all materials derived there from, unless specifically directed otherwise in writing by the disclosing Party.

5.4. DEGREE OF CARE

A receiving Party shall, during the term of this Agreement, use the same degree of care as it uses to protect its own Confidential Information of like nature, but not less than a reasonable degree of care, to keep all Proprietary Information and Materials received from a disclosing Party in confidence and shall not disclose or reveal the content of any Confidential Information to any third party. No use of any Proprietary Information and Materials shall be made by a receiving Party which use is not related to the Services.

5.5. USE OF PROPRIETARY INFORMATION

Proprietary Information and Materials of a disclosing Party may not be or translated into another format or language, decompiled, reverse engineered or transmitted without the disclosing Party's prior written consent. A reasonable number of copies and reproductions of the Proprietary Information and Materials are allowed solely for use related to the Services.

5.6. TITLE AND INTEREST

Each Party hereto acknowledges that all title and interest, including all patents, copyrights, trade secrets and other intellectual property rights, in the disclosing Party's Proprietary Information and Materials is the exclusive property of the disclosing Party.

5.7. TITLE UPON TERMINATION

Upon the termination or expiration of this Agreement for any reason, each Party shall at the direction of the disclosing Party of such Proprietary Information and Materials either return all Proprietary Information and Materials in its possession or destroy such Proprietary Information and Materials and certify in writing to the disclosing Party that it has done so; provided that each Party shall be allowed to keep one copy of the Proprietary Information and Materials only for archival purposes or for use in any dispute between the Parties.

5.8. PROTECTIVE ORDER

If a receiving Party is required to reveal the Proprietary Information and Materials under a subpoena, court order or other operation of law, the receiving Party will provide reasonable prior notice to the disclosing Party and will notify the disclosing Party in writing so that the disclosing Party may request a protective order.



6. OWNERSHIP

6.1. INTELLECTUAL PROPERTY

If not specifically set forth in the Proposals, G3 shall own all intellectual property rights to its own Deliverables and any intellectual property rights derived therefrom.

6.2. PREEXISTING WORK

Notwithstanding the foregoing, the work proposed herein may require the use of G3 technical data (specifications, formulae, processes and/or computer software) developed at private expense and protected by copyright or other intellectual property right or considered a Trade Secret by G3 or third parties ("Preexisting Works"). Such use or reference shall not constitute or imply a grant of a license, a transfer of any title or right, or any other right to use such Preexisting Works. Any provisions of this proposal granting to Customer (or Customer's client) any rights whatsoever in Preexisting Works shall apply only to data or software specifically listed in this proposal as deliverable(s) and shall not apply to G3's Preexisting Works used to develop deliverable(s) or referenced in such deliverable(s). G3 further agrees that a limited license to use any G3 Preexisting Works will be provided to Customer, only to the extent such G3 Preexisting Works is identified as a deliverable(s). All rights, titles and interest in any Preexisting Works, and in any modifications, enhancements or derivatives thereto developed in the performance of this Agreement is and shall remain in G3 and its licensors. All right, title and interest in any data, specifications, systems documentation and code ("Customer Information") provided by Customer is and shall remain in Customer. All right, title and interest in any third party proprietary data or code shall remain with those parties, except that the disclosing Party, to the extent that it is able to do so, grants the other party a limited license to use such proprietary information under this Agreement.

7. ACCEPTANCE AND WARRANTIES

7.1. ACCEPTANCE.

Upon delivery of Products and/or Services as agreed to in the approved Proposal, Estimate or Purchase order, the Customer shall use its best efforts to review and approve the receipt of Products and/or Services within 5 (five) business days of receipt of Product and/or Services. If Customer does not notify G3 of its election to reject or approve the Products and/or Services within the aforesaid period of 5 (five) business days, then the Product and/or Services delivered will be deemed to have been accepted by the Customer.

7.2. AUTHORITY

Customer warrants that (i) it has full power and authority to enter into this Agreement and to grant the other Party the rights granted hereunder, and (ii) the signatories to this Agreement are duly authorized to bind their respective Party.

No consent or approval of shareholders of Customer or of any holders of indebtedness of Customer or of any other person or entity is or will be required as a condition to the validity of this Agreement.

There is no action or proceeding pending or threatened against Customer, its parent, or any of its subsidiaries or affiliated companies, if any, before any government, quasi-government or regulatory agency, court, administrative or legislative body, which would result in the inability of Customer to perform any of its obligations under this Agreement or any Order issued hereunder.



7.3. REASONABLE CARE AND SKILL

G3 warrants that all Services performed hereunder shall be performed by employees or agents of G3 who are experienced and skilled in their profession and in accordance with industry standards. G3 will accept Services work from Customer only in areas of G3's expertise and knowledge.

7.4. NOTICE OF BREACH OF WARRANTY

Any claim for breach of the warranties in this Section with respect to any of the Services must be made by written notice to G3 within thirty (30) days of such breach.

7.5. EXPRESS WARRANTY

THE EXPRESS WARRANTY IN THIS SECTION IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. G3 MAKES NO OTHER WARRANTIES OF ANY KIND, WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, PRODUCTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT. G3 FURTHER EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. G3 MAKES NO WARRANTY THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

8. NON-SOLICITATION AND RECRUITING FEE

G3 invests substantial time and resources to recruit, train, and develop specialized engineering personnel who are deployed to Customer's programs. In recognition of that investment, this Section entitles G3 to a Recruiting Fee, as described below, if Customer hires a Covered Employee within the Restricted Period. This Section does not prohibit Customer from hiring G3 personnel and does not restrict any individual's right to seek or accept employment; it establishes a payment obligation owed by Customer to G3.

8.1. COVERED EMPLOYEES

"Covered Employee" means any individual who is, or within the preceding twelve (12) months was, an employee, contractor, or agent of G3 assigned to perform Services for Customer under any Proposal or SOW. This Section does not apply to any G3 personnel who have not performed Services for Customer.

8.2. RESTRICTED PERIOD

"Restricted Period" means the period beginning on the date a Covered Employee is first assigned to perform Services for Customer and ending twelve (12) months after the later of (a) completion or termination of the last Proposal or SOW to which the Covered Employee was assigned, or (b) the date the Covered Employee last performed Services for Customer.

8.3. RECRUITING FEE

If, during the Restricted Period, Customer or any of its affiliates hires, engages, or contracts with a Covered Employee in any capacity, whether as an employee, consultant, independent contractor, or through a third party or staffing agency (a "Hire"), Customer shall pay G3 a recruiting fee ("Recruiting Fee") equal to the following percentage of the Covered Employee's Annualized Value, based on the timing of the Hire:

- a) seventy-five percent (75%), if the Hire occurs while the Covered Employee is actively assigned to perform Services for Customer or within ninety (90) days after the Covered Employee last performed such Services;



- b) fifty percent (50%), if the Hire occurs more than ninety (90) days but within six (6) months after the Covered Employee last performed Services for Customer; or
- c) twenty-five percent (25%), if the Hire occurs more than six (6) months after the Covered Employee last performed Services for Customer but within the remainder of the Restricted Period.

“Annualized Value” means the Covered Employee’s most recent hourly bill rate under the applicable SOW or Proposal, multiplied by two thousand eighty (2,080) hours, or, for a Covered Employee engaged on a fixed-fee basis, the annualized value of the applicable SOW or Proposal attributable to that Covered Employee. The Recruiting Fee is due regardless of whether Customer, the Covered Employee, or a third party initiated the contact, except as provided in the Section titled “General Solicitations Excluded” below. In lieu of paying the Recruiting Fee, Customer and G3 may instead mutually agree in writing to engage the Covered Employee through G3 under a new or amended SOW.

8.4. GENERAL SOLICITATIONS EXCLUDED

The Recruiting Fee shall not apply where a Covered Employee responds to a general solicitation of employment, such as a public job posting, career fair, or third-party search firm engagement, that is not specifically directed at G3 personnel or at the Covered Employee individually.

8.5. NO RESTRICTION ON EMPLOYEE MOBILITY

This Section imposes a payment obligation on Customer only. Nothing in this Section is intended to, or shall, prohibit, restrict, or penalize any individual’s right to seek, accept, or continue employment or engagement with Customer or any other party, and nothing in this Section shall be construed as a non-competition or non-solicitation covenant binding on any individual employee, contractor, or agent of G3.

8.6. PAYMENT; NATURE OF FEE

Customer shall pay the Recruiting Fee within thirty (30) days after the effective date of the Hire. The Parties agree that the Recruiting Fee represents a reasonable, good-faith estimate of G3’s recruiting, training, and replacement costs attributable to the loss of the Covered Employee, and is not a penalty.

8.7. REFORMATION

If a court or arbitrator of competent jurisdiction determines that any part of this Section is unenforceable under applicable law, the Parties agree that such provision shall be modified only to the minimum extent necessary to render it enforceable, and G3’s right to recover its recruiting, training, and replacement costs under this Section shall otherwise remain in full force and effect.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1. LIMITATION OF LIABILITY

OTHER THAN FOR LIABILITY ARISING UNDER SECTION 5, AND SECTION 6, THE TOTAL AGGREGATE MONETARY LIABILITY OF G3 UNDER THIS AGREEMENT AND/OR ANY PROPOSALS SHALL IN NO EVENT BE MORE THAN THE AMOUNT OF THE COST OF SERVICES OR DELIVERABLES SINCE ACCEPTANCE OF THE LAST MILESTONE (WHEN APPLICABLE) AS SET FORTH IN THE APPLICABLE PROPOSAL OR THE AMOUNT OF THE LAST INVOICE, WHICH EVER IS LESS. Nothing contained herein shall be construed to confer additional rights or remedies on Customer.



9.2. DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OTHER THAN FOR LIABILITY ARISING UNDER SECTIONS 5 AND 6, IN NO EVENT SHALL EITHER PARTY OR THEIR RESPECTIVE SUPPLIERS, OR IN ACCORDANCE WITH THE TERMS OF ANY CUSTOMER CONTRACT, BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) REGARDLESS WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3. INDEMNIFICATION

Customer shall defend, indemnify, and hold G3 harmless from any and all claims, fines, penalties, assessments, liabilities, losses, and expenses, including attorneys' fees, citations, fines and court costs, and liabilities of every kind arising from any acts or omissions committed by Customer or Customer's employees or agents. Customer shall be responsible for any and all liabilities of every kind and nature which may be imposed by reason of any asserted or established violation of law, order, rule or regulation by Customer or its employees or agents.

10. EXCUSABLE DELAY

A delay or interruption in the performance by G3 of any provision of the Agreement directly attributable to events, which are at one and the same time compelling, unforeseeable, unavoidable, outside of its control and not occasioned by its fault or negligence, shall hereinafter be referred to as an excusable delay ("Excusable Delay").

G3 shall not be responsible, nor be deemed to be in default of its obligations under the Agreement related thereto, to the extent that such default is caused by an Excusable Delay and can be cured within twenty (20) working days.

10.1. NOTIFICATION

In the event that an Excusable Delay occurs that causes or may cause a delay in the performance by G3 of its obligations under the Agreement, G3 shall:

- d) notify the Customer in writing of such Excusable Delay immediately after becoming aware of the same; and
- e) describe the event causing the Excusable Delay in reasonable detail; and
- f) provide an evaluation of the obligations affected; and
- g) indicate the probable duration and extent of such delay; and
- h) notify the Customer of the measures that will be taken to remedy or mitigate the consequences of such Excusable Delay; and
- i) upon cessation of the event causing the Excusable Delay, notify the Customer in writing of such cessation.

10.2. MITIGATION

Notwithstanding the occurrence of an Excusable Delay, G3 shall make every reasonable effort to mitigate the effects of the Excusable Delay.



10.3. RE-SCHEDULING

Following cessation of an Excusable Delay and, to the extent possible, in anticipation thereof, G3 shall, in addition to the above obligations, promptly resume the performance of its obligations under the Agreement.

If delivery of the Services and/or Products is delayed or is anticipated to be delayed as a result of an Excusable Delay, the delivery shall be re-scheduled as agreed between the Parties.

11. TERM AND TERMINATION

11.1. TERM OF PROPOSALS

Any Proposals shall be effective as of the date of execution thereof and shall continue until completion of the services contemplated therein, unless sooner terminated pursuant to the provisions of this Section. G3 may terminate a Proposal at any time, for any reason or no reason, upon notice to Customer. Termination of any Proposals shall not affect any other Proposals then in effect, and the Agreement shall continue to govern such Proposals until they are terminated, or performance thereunder has been completed.

11.2. TERMINATION FOR MATERIAL BREACH

Either party may, upon thirty (30) days written notice identifying specifically the basis for such notice, terminate this Agreement or any Proposals for material breach by the other Party of a material term or condition of this Agreement or the Proposals, provided that the Party in violation does not cure such breach within thirty (30) days following delivery of such notice. In the event of such termination, the Customer shall pay G3 for all Services performed and expenses incurred (all in accordance with and subject to the provisions of Section 3 of this Agreement) by G3 prior to the date of termination. The foregoing notwithstanding, either party may terminate this Agreement immediately for violation of Section 5 of this Agreement by providing written notice to the other party stating the reason for such termination.

11.3. DELIVERY OF WORK

Upon termination and final payment on any Proposals, G3 shall deliver to the Customer all work in process, drafts and other materials developed or produced by G3 in connection with the relevant Services, in accordance with the terms of this Agreement.

11.4. TERM OF AGREEMENT

The term of this Agreement shall be one (1) year from the date of the last signature hereunder or on the Proposals. The Agreement shall automatically renew thereafter in one (1) year increments. The foregoing notwithstanding, either Party may terminate this agreement at any time, for any reason or no reason. However, the terminating Party must provide notice at least thirty (30) days prior to the termination date set forth in the notice. In the case of termination or expiration of this Agreement, the terms of any open Proposals shall survive until the completion or termination of said Proposals. In the event of termination of this Agreement, the Terms of this Agreement shall continue to be made part of any open or new Proposals until such Proposals are completed, and the Deliverables have been accepted thereunder or such Proposals are terminated.



12. GENERAL

12.1. NON-EXCLUSIVITY

Except as provided herein and except as otherwise expressly agreed to in writing by the Parties, the relationship between the Parties is non-exclusive. Nothing in this Agreement shall preclude either Party from entering into relationships with any other companies which are similar to the relationship between the Parties, nor shall this Agreement preclude either Party from marketing or providing its products or services to any person or entity as the Party sees fit, or from independently developing, marketing or selling any products or services that are similar to or compete with the other Party's products or services; provided, however, that neither Party shall use the other's Confidential Information or intellectual property rights to develop, promote, or market such similar or competing products or services.

12.2. SAFE WORKING ENVIRONMENT

The Customer expressly agree(s) to take best efforts to provide G3's employees and representatives with safe and appropriate working conditions while on site at a Customer's site. In the event of circumstances deemed by either G3 or a bystander to present a threat or implied threat of injury or harm to G3 staff or equipment, G3 reserves the right to cancel all services remaining under this Agreement

12.3. SURVIVAL

The Parties' obligations under Sections 3.4, 5, 6, 7.4, 7.5, 8, 9, 11.4, 11.6, 11.7, 11.8, 11.11, 11.12, 11.13, and 11.14, shall survive termination of this Agreement.

12.4. SEVERABILITY

The terms of this Agreement shall be applicable severally to each of any Proposals and any dispute affecting either Party's rights or obligations as to one or more Proposals shall not affect the rights and obligations with respect to any other Proposals. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, it shall be deemed severable from, and in no way shall affect the validity or enforceability of, the remaining provisions of this Agreement. If a court/arbitrator determines that part or all of this Agreement is not valid/enforceable, the Parties agree and request that the Agreement be reformed to make as much of it valid/enforceable as possible.

12.5. ASSIGNMENT AND DELEGATION

Neither Party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either Party may assign its rights or delegate its obligations without such consent to (a) affiliates, or (b) an entity that acquires all or substantially all of the business or assets of such party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Any purported assignment or delegation in violation of this Section shall be null and void. However, Customer acknowledges and agrees that G3 may utilize subcontractors in the performance of its duties hereunder.

12.6. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns.



12.7. CAPTIONS AND HEADINGS

Captions and headings used in Agreement are for convenience only and are not part of this Agreement and shall not be used in construing its meaning.

12.8. EXPORT

Each Party acknowledges that property supplied or developed by either Party under the Agreement or any Proposals may be subject to export controls under the applicable laws and regulations. Each Party shall comply with such laws and regulations, and agrees not to knowingly export, re-export, or transfer property without first obtaining all required governmental authorizations or licenses. Each Party agrees to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents.

12.9. COMPLIANCE WITH LAWS

G3 and Customer shall each perform its activities under this Agreement in compliance with all applicable federal, state, provincial and local government requirements, including environmental, licensing and permit laws, rules, regulations, orders and ordinances; provided, however, that each Party is responsible for the laws, rules regulations and requirements applicable to its own business and independently interpreting those laws.

12.10. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which will be considered an original, but all of which together shall constitute one and the same instrument.

12.11. WAIVER AND MODIFICATION

Failure by either Party to enforce any provision of this Agreement or any Proposals will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement or any Proposals will be effective only if in writing and signed by the Parties.

12.12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to choice of law principles including, but not limited to, matters of construction, validity effect or performance.

12.13. DISPUTE RESOLUTION

In the event of disagreement with respect to any aspect of this Agreement or any Proposals, the Parties and their respective officials agree to discuss in good faith to reach an amicable resolution. In the event that such dispute cannot be resolved at that, the Parties agree to submit the dispute to mediation. Both Parties shall agree on one mediator and participate in said mediation in good faith. If the matter has not been resolved pursuant to mediation within sixty (60) days of the commencement of such procedure, which may be extended by mutual agreement of the Parties, the dispute shall be settled by final and binding arbitration, with a single arbitrator, in Orange County, California, in accordance with the rules then prevailing of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction, and each Party shall bear its own costs, including attorneys' fees.



Notwithstanding the foregoing, both Parties reserve the right to immediately seek an injunction or other equitable relief in court to prevent or stop breach of its intellectual property rights or disclosure of Confidential Information in violation of this Agreement and to seek appropriate damages for such breach. The Parties agree that any such litigation or other legal proceedings shall be stayed pending the decision and award of the arbitrator with respect to matters which are subject to arbitration.

12.14. CONSENT TO JURISDICTION AND VENUE

In the event that any litigation or other legal proceedings shall arise under or in connection with this Agreement, and which are not subject to arbitration hereunder, such litigation or other legal proceeding shall be conducted in the federal, state or local courts located within Orange County, California. Furthermore, the Parties consent to jurisdiction and venue in any federal, state or local court located in Orange County, California, and the Parties hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.

12.15. NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given or served and effective for all purposes when presented personally, or five (5) days after having been deposited in a United States postal receptacle for registered or certified mail addressed, return receipt requested, postage prepaid, or two (2) business days after delivery to a nationally recognized courier service (such as FedEx), return receipt requested to any person at the address set forth above or to such other address as said person shall subsequently designate in a writing delivered in the form of a notice hereto.

12.16. PUBLICITY

All news releases, publicity or advertising by G3 through any media intended to reach the general public which refers to the details of this Agreement, other than advertising the Customer as a customer of G3, shall be subject to the prior written approval by the Customer.

12.17. FORCE MAJEURE

Neither Party will be in default of this Agreement or be liable for any delay or failure in performance resulting directly or indirectly from any cause beyond its reasonable control; provided however, that either Party who fails because of force majeure to perform its obligations hereunder will, upon the cessation of the force majeure, take all reasonable steps within its power to resume compliance under the Agreement with the least possible delay.

12.18. CONFLICTS OF INTEREST

The Services provided hereunder may involve parties with adverse interests to customers with whom G3 has current or past relationships. It is G3 policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but G3 cannot guarantee that conflicts or perceived conflicts will not arise, and G3 does not accept responsibility for such occurrences.



12.19. HAZARDOUS MATERIALS

The scope of G3's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.