

prohibited persons list maintained by the Bureau of Industry and Security of the Department of Commerce.

(d) Anti-Bribery Laws. The Parties shall comply with all applicable anti-bribery Applicable Laws in connection with their respective performance under this Agreement.

(e) Consents; Permits. Service Provider shall obtain all governmental registrations, licenses, permits, approvals and certifications required by Applicable Laws for the performance of the Services hereunder and shall pay all governmental fees associated therewith. Customer shall obtain all governmental registrations, licenses, permits, approvals and certifications required by Applicable Laws in connection with this Agreement (including each Order), as necessary to operate the transport network, and shall pay all governmental fees associated therewith. Customer also shall obtain from its third party vendors, licensors, supply-chain partners, clients, customers, distributors or similar parties, any authorization or consent necessary for Service Provider to access or utilize the goods, services (including software or other proprietary materials), property or facilities of such parties if necessary for Service Provider's performance of the Services.

## 8. Entire Agreement and Survival

These Terms and Conditions and each Order (including any SOW and/or appendices) are the entire Agreement between the parties with respect to the Via Solution and Services under them and supersede all previous or contemporaneous written and verbal agreements or proposals relating to the same subject matter, and cannot be modified except by written agreement referencing the specific provisions modified. Conflicts between these Terms and Conditions and an Order (including any SOW) with respect to amounts or timing of payments will be resolved in favor of the Order. All other conflicts will be resolved in favor of these Terms and Conditions, including in the event of a conflict with Customer's general conditions. If Customer's procurement processes require use of an internal purchase order neither it nor its terms shall supersede, replace, or amend this Agreement. Sections 3, 5.1, 6 and 8.2 each shall each survive expiration or termination of this Agreement.

## 9. Assignment

Customer may not assign or transfer these Terms and Conditions and/or any Order unless Customer makes a request in writing in advance and Service Provider consents in writing. Service Provider may require Customer and the proposed assignee/transferee to agree to additional terms or pay additional fees. Any change of control of Customer shall be deemed to constitute a prohibited assignment for the purposes hereof. No assignment to 3<sup>rd</sup> party

## 10. Miscellaneous

These Terms and Conditions and each Order may be signed in separate counterparts deemed to be one instrument. The parties agree and acknowledge that signatures transmitted electronically, whether sent via facsimile or as attached files to electronic mail messages (e.g., in .pdf format), shall be acceptable to bind the parties. The prevailing party in any dispute is entitled to the recovery of reasonable legal fees and expenses. Failures in performance beyond a party's reasonable control are excused. Unenforceable provisions will be reformed to permit enforceability with maximum effect to the original intent. Waiver of a breach is not waiver of other or later breaches. Nothing in an Agreement is intended to create an agency, partnership, joint venture, or