



## Terms & Conditions of Sale

## TERMS AND CONDITIONS OF SALE

The following Terms and Conditions of Sale (the "Terms") are the only terms which govern the sale of the goods ("Goods") and services ("Services") by Capewell Aerial Systems LLC, an Ohio limited liability company and its affiliates (collectively, "Capewell"), to any purchaser, or in the case of sample products or material, recipient thereof ("Buyer").

**1. GENERALLY** – The accompanying quotation or sales acknowledgment and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. If an order is deemed to be an offer by Buyer, Capewell's acceptance of such offer is expressly conditioned on Buyer's assent to these Terms. Any additional, different, or conflicting terms proposed by Buyer in any offer, acceptance, confirmation (including any Buyer purchase order or specifications) or otherwise, (a) are requests for material alterations to these Terms, (b) are hereby rejected and objected to by Capewell, and (c) will not be binding in any way on Capewell.

**2. PRICE; PAYMENT** – The Goods and Services are hereby offered for sale at prices to be established by Capewell (the "Prices"). If the Prices should be increased by Capewell before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Capewell on the basis of such increased prices. Buyer shall reimburse Capewell for reasonable travel and out-of-pocket expenses incurred by Capewell in connection with the performance of the Services. Unless otherwise specified on Capewell's invoice, order confirmation, acknowledgment or otherwise agreed to by the parties in writing, Buyer will pay for all Goods and Services on a net thirty (30) day basis. Buyer shall make all payments hereunder in US dollars. Capewell reserves the right to assess reasonable interest charges on any amounts not paid by the date such payments are due. Buyer shall reimburse Capewell for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Capewell does not waive by the exercise of any rights hereunder), Capewell shall be entitled to suspend the delivery of any Goods or performance of any Services if Buyer fails to pay any amounts when due hereunder. All orders are subject to credit approval by Capewell. Capewell reserves the right to withhold shipment or to require other adequate assurances of performance of Buyer's payment obligations as Capewell in its discretion may require, notwithstanding any order confirmation issued by Capewell. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Capewell, whether relating to Capewell's breach or otherwise. Notwithstanding anything contained herein, additional cleaning or oiling charges with respect to Buyer supplied materials ("Buyer Materials") not otherwise noted on Capewell's order quotation, confirmation, or acknowledgment may be applied at the discretion of Capewell upon its receipt of such Buyer Materials.

**3. TAXES** – All Prices are exclusive of any Federal, state, or local sales, use, or excise taxes levied upon, or measured by, the sale, the sales price, or use of Goods required in the performance of any order. Capewell will list separately on its invoice any such taxes applicable to any such Goods or transaction, and payable by Buyer, with respect to which Buyer does not furnish to Capewell evidence of exemption.

**4. DELIVERIES** – Capewell will use commercially reasonable efforts to meet the delivery dates, specifications, and quantities as set forth in Buyer's purchase order, however the parties acknowledge and agree that delivery dates shall be estimates only. Capewell will not be liable for damages or delays in delivery. Unless otherwise agreed to in writing by the parties, Capewell shall deliver the Goods to the address specified in the purchase order (the "Delivery Point") using Capewell's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within five (5) days of Capewell's written notice that the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point, and will unload and release all transportation equipment promptly so Capewell incurs no demurrage or other expense. Capewell may, in its sole discretion, without liability, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order. If Capewell delivers to Buyer a quantity of Goods of up to ten (10)% more or less than the quantity set forth in the purchase order, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and

shall pay for such Goods the price set forth in the purchase order adjusted pro rata. If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Capewell's notice that the Goods have been delivered at the Delivery Point, or if Capewell is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (a) risk of loss to the Goods shall pass to Buyer; (b) the Goods shall be deemed to have been delivered; and (c) Capewell, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

**5. NON-DELIVERY** - The quantity of any installment of Goods as recorded by Capewell on dispatch from the Delivery Point is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Capewell shall not be liable for any non-delivery of Goods unless Buyer gives written notice to Capewell of the non-delivery within ten (10) days of the date when the Goods would in the ordinary course of events have been received. Any liability of Capewell for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered. Notwithstanding anything to the contrary contained herein, if for any reason shortages occur in Capewell's supply of the Goods or materials necessary to produce the Goods ("Materials"), Capewell may allocate the Goods and/or Materials, in which case Capewell shall prorate the supply of Goods and/or Materials in a manner that in Capewell's sole judgment is fair, taking into account factors Capewell determines, in its sole discretion, to be relevant.

**6. SHIPMENT** – Delivery of the Goods shall be made FOB origin, unless otherwise stated on the purchase order.

**7. BUYER'S ACTS OR OMISSIONS** – If Capewell's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Capewell shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

**8. TITLE AND SECURITY** – Unless otherwise agreed to by the parties, title passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Capewell a lien on and security interest in and to all of the right, title, and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Connecticut Uniform Commercial Code.

**9. LIMITED WARRANTIES** - Capewell warrants to Buyer that at the time of delivery Capewell will have good title to all Goods supplied to Buyer and the right to convey title to such Goods to Buyer free and clear of all liens. Capewell further warrants to Buyer that, for a period of one (1) year from the delivery date, all Goods will materially conform to the specifications, drawings, samples, or other description furnished or specified by Buyer or agreed to in writing by Capewell, and will be free from material defects in material and workmanship. Capewell further warrants that any Services it provides hereunder will be performed in a workmanlike manner. The warranties stated in this Clause 8 are the only representations and warranties Capewell has given Buyer in connection with the provision of Goods to Buyer. THIS ONE YEAR WARRANTY IS LIMITED TO ITS PRECISE TERMS AND PROVIDES EXCLUSIVE REMEDIES, EXPRESSLY IN LIEU OF ALL OTHER REMEDIES OF ANY NATURE WHATSOEVER, INCLUDING CLAIMS FOR SPECIAL OR CONSEQUENTIAL DAMAGES. CAPEWELL NEITHER MAKES NOR ASSUMES ANY OTHER WARRANTIES OR GUARANTEES WHATSOEVER, WHETHER EXPRESSED OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER BUYER, NOR ANY SUB-DISTRIBUTOR, AGENT OR DEALER UNDER IT, NOR ANY OTHER PERSON, IS AUTHORIZED TO ASSUME FOR CAPEWELL ANY OBLIGATION OR LIABILITY NOT STRICTLY IN ACCORDANCE WITH THE FOREGOING, OR TO REPRESENT THAT CAPEWELL MAKES ANY OTHER WARRANTY OR GUARANTEE. All other warranties Capewell or anyone purporting to represent Capewell may have given, or which may be provided or implied by law or commercial practice, ARE HEREBY EXCLUDED. Capewell shall not be liable for a breach of the warranties set forth in this Clause 8 unless: (i) Buyer gives written notice of the defective Goods or Services, as the case may be, reasonably described, to Capewell within five (5) days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Capewell is given

a reasonable opportunity after receiving the notice of breach of the warranty to examine such Goods and Buyer (if requested to do so by Capewell) returns such Goods to Capewell's place of business at Capewell's cost for the examination to take place there; and (iii) Capewell reasonably verifies Buyer's claim that the Goods or Services are defective. Capewell shall not be liable for a breach of the warranties set forth in this Clause 8 if: (x) Buyer makes any further use of such Goods after giving Capewell notice of the warranty breach; (y) the defect arises because Buyer failed to follow Capewell's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (z) Buyer alters or repairs such Goods without the prior written consent of Capewell. Subject to the foregoing limitations, with respect to any Goods during the applicable warranty period, Capewell shall, in its sole discretion, either (1) repair or replace such Goods (or the defective part), or repair or re-perform the applicable Services or (2) credit or refund the price of such Goods or Services at the pro rata contract rate provided that, if Capewell so requests, Buyer shall, at Capewell's expense, return such Goods to Capewell.

Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in this Section 9. For the avoidance of doubt, CAPEWELL MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

**10. NON-CONFORMING GOODS** - Upon Buyer's receipt of shipment, Buyer shall immediately inspect the Goods. Unless Buyer provides Capewell with written notice of any claim for shortage, defect or nonconformity in the Goods within ten (10) days after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer and Buyer's failure to provide such notice shall be deemed to constitute a waiver of any such claim. If Buyer timely notifies Capewell of any nonconforming Goods, Capewell shall, in its sole discretion, (a) replace such nonconforming Goods with conforming Goods, or (b) credit or refund the Price for such nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer acknowledges and agrees that the remedies set forth in this Clause 9 are Buyer's exclusive remedies for the delivery of nonconforming Goods.

## **11. TRADE COMPLIANCE**

(a) **EXPORT CONTROL REGULATIONS** - The Goods that are the subject of this Agreement and related technology are subject to export and re-export restrictions under U.S. and other countries' export control regulations, including without limitation the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, regulations of the U.S. Office of Foreign Asset Control and comparable laws and regulations of other countries, which may require U.S. or other government approval for any re-export or retransfer ("Export Control Regulations"). Buyer warrants that it (i) will adhere to and comply with (x) all applicable Export Control Regulations (including any regulations that require a license or other governmental authorization prior to exporting, reexporting, or retransferring the Goods) and (y) any applicable terms, conditions, procedures and documentation requirements made known to Buyer that may be promulgated by Capewell from time-to-time to comply with the Export Control Regulations; (ii) will not, directly or indirectly through a third party, ship Capewell materials to Cuba, Iran, Libya, North Korea, Syria, Sudan or any other country subject to trade embargoes in violation of Export Control Laws. Buyer acknowledges that Capewell will not proceed with a shipment when Capewell knows that the Capewell products in that shipment are destined for a sanctioned country. Buyer represents that neither Buyer nor any of its principals, officers, or directors, or any person or entity known to Buyer to be directly involved in this transaction as freight forwarder, customer, end-user, consultant, agent or otherwise is designated on any of the U.S. government restricted parties lists, including without limitation the U.S. Commerce Department Bureau of Industry and Security Denied Persons List, Entity List or Unverified List, the U.S. Treasury Department Office of Foreign Asset Controls Specially Designated National and Blocked Persons List or the U.S. State Department Directorate of Defense Trade Controls Debarred Parties List or restricted parties lists of any country having jurisdiction over Buyer or the transaction involving the Goods that are the subject of this document or related technology.

(b) **ANTIBOYCOTT PROVISIONS** - Buyer will not request of Capewell information or documentation where the purpose of such request is to support, give effect to or comply with a boycott of any country in contravention of the laws or policies of the United States, including but not limited to the Arab League boycott of Israel. Capewell

hereby rejects any such request by Buyer and will report receipt of any such request to the relevant U.S. government office, as required by law.

(c) **ANTICORRUPTION AND ANTIBRIBERY** - In relation to any transaction involving the Goods that are the subject of this Agreement or related technology, Buyer shall not seek to obtain or retain business or gain any other advantage by making or promising or offering to make any payment of money or by providing or promising or offering to provide anything of value, directly or indirectly, to: (i) any government official; or (ii) any non-governmental person, in either case with the intent that such official or person will perform their responsibilities improperly. Buyer warrants that it will comply with the anticorruption laws and anti-bribery laws of any country having jurisdiction over Buyer or the transaction involving the Goods that are the subject of this Agreement or related technology, and will in all cases comply with the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.

(d) **NONCOMPLIANCE** - In the event that Capewell reasonably believes that any provision of this Clause 10 has or may have been breached, Buyer shall cooperate fully with Capewell's investigation to clear the matter and Capewell shall not be obligated to sell or provide Goods or technology or take any other act in furtherance of any transaction or agreement while such investigation is pending and such suspension or forbearance by Capewell shall not constitute breach of any obligation in respect of the transaction to which this document applies or otherwise.

**12. LIMITATION OF LIABILITY** - CAPEWELL'S LIABILITY FOR ITS GOODS UNDER ALL THEORIES OF LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING THOSE FOUND BY CAPEWELL TO BE DEFECTIVE, OR AT CAPEWELL'S OPTION, TO REFUNDING THE PURCHASE PRICE OF SUCH GOODS. AT CAPEWELL'S REQUEST, BUYER WILL PERMIT CAPEWELL OR ITS DESIGNEE TO INSPECT ANY ALLEGEDLY DEFECTIVE GOODS INCLUDING SHIPMENT OF SUCH ALLEGEDLY DEFECTIVE GOODS TO THE LOCATION SPECIFIED BY CAPEWELL AT CAPEWELL'S COST.

**13. DISCLAIMER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES** - CAPEWELL SHALL HAVE NO LIABILITY TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE GOODS, INCLUDING WITHOUT LIMITATION BREACH OF ANY OBLIGATION IMPOSED ON CAPEWELL HEREUNDER OR IN CONNECTION HERewith, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CAPEWELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**14. MAXIMUM LIABILITY** – IN NO EVENT SHALL CAPEWELL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO CAPEWELL FOR THE GOODS AND SERVICES SOLD HEREUNDER.

**15. INDEMNITY** - Buyer shall indemnify, defend and hold Capewell and its directors, officers, employees, agents, suppliers, parents, affiliates, subsidiaries, successors and assigns harmless from and against any and all fines, penalties, suits, actions, claims, liabilities, judgments, losses, damages, costs and expenses (including attorneys' fees) resulting or arising from (a) Buyer's negligence or willful misconduct, (b) Buyer's use, sale, handling, storage, or disposal of the Goods or any product or waste derived therefrom, (c) Buyer's discharge or release of the Goods or any product or waste derived therefrom into water, onto land or into the air, (d) Buyer's exposing any person (including Buyer's employees) to the Goods or any product or waste derived therefrom, including failure to warn of such exposure, (e) the transportation of the Goods to Buyer after tender of the Goods by Capewell to the carrier at Capewell's shipping point, or (f) the infringement (whether actual or alleged) of any intellectual property of any third-party with respect to any goods for which Buyer has supplied manufacturing specifications. The foregoing shall apply, without limitation, to injury to person (including death) or damage or harm to property or the environment. This indemnity shall not apply to any fine, penalty, suit, action, claim, liability, judgment, cost or expense caused solely by Capewell's negligence or willful misconduct, but shall apply where there is concurrent negligence or willful misconduct on the part of Capewell and Buyer in proportion to Buyer's negligence or willful misconduct.

**16. TERMINATION** - In addition to any remedies that may be provided under these Terms, Capewell may at any time and for any reason terminate this Agreement with immediate effect upon written notice to Buyer. In addition, Capewell specifically reserves the right to terminate this Agreement for cause if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

**17. FORCE MAJEURE** - Except for the payment of monies owed, neither party will have any liability for any breach or failure to perform that is the result of an event, condition or circumstance beyond that parties' reasonable control, including, without limitation, (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) shortage of adequate power or transportation facilities. If a party becomes aware of any such event, condition or circumstance, then such party will promptly advise the other party and both parties will cooperate to ameliorate the circumstance or condition as quickly as possible.

**18. RAW MATERIAL PRICE ADJUSTMENTS** – At any time during this Agreement, Capewell shall be entitled to a price adjustment for changes in the price of raw material (a “Price Adjustment”). A Price Adjustment shall be effective upon written notice from Capewell to Buyer. The Price Adjustment shall not exceed the actual surcharge and/or raw material price increase experienced by Capewell. Upon request, Capewell will provide Buyer with documentation to support any Price Adjustment in accordance with this Section.

**19. GOVERNING LAW** - The sale of Goods hereunder shall be governed, interpreted and construed by and in accordance with the internal substantive laws of the State of Connecticut, United States of America, without regard to the conflict of laws provisions thereof, and expressly excluding the United Nations Convention on Contracts for the International Sale of Goods. Any dispute arising hereunder shall be resolved in the United States federal courts serving the State of Connecticut, U.S.A. or in the courts of the State of Connecticut, as may be applicable. Such courts shall have exclusive jurisdiction and venue for resolution of all such disputes and the parties hereto do hereby irrevocably submit to such jurisdiction and venue, and waive any objection to the contrary hereafter.

**20. COMPLIANCE WITH LAWS** - Buyer shall comply with all applicable laws, regulations, and other legal requirements. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Capewell may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

**21. AMENDMENT AND MODIFICATION** - These Terms may be amended, modified or waived only by a written instrument that refers expressly to this paragraph and is signed by an authorized representative of Capewell. E-mails and electronic on-line, internet or other terms of Buyer shall not be deemed a means of modifying or amending these Terms.

**22. WAIVER** - No waiver by Capewell of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Capewell. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**23. CONFIDENTIAL INFORMATION** - All non-public, confidential or proprietary information of Capewell, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Capewell to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Capewell in writing. Upon Capewell's request, Buyer shall promptly return all documents and other materials received from Capewell.

Capewell shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

**24. ASSIGNMENT** - Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Capewell. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

**25. RELATIONSHIP OF THE PARTIES** - The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**26. NO THIRD-PARTY BENEFICIARIES** - This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

**27. SEVERABILITY** - If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.