INDEMNITY: Customer shall be liable for and shall indemnify, defend and hold Chart Lifecycle, Inc. (“CLI”), and its directors, officers and employees (“CLI Group”) harmless against, any claim, loss or damage asserted by any third party, to the extent caused by the negligent act, or omission of Customer or its employees, agents or persons acting under any authority or control of such. Customer shall comply with the laws of United States of America and any other applicable laws (including but not limiting to anti-bribery laws), and without limiting the generality of the foregoing, CLI shall not be required to export or deliver any technical information or data if it is prohibited or restricted by such laws. In the event of such prohibition, CLI shall be entitled to cease all work and return all materials to Customer. Customer is responsible for all costs of shutdown and return of equipment to the United States of America, if necessary. Customer is responsible to immediately advise CLI of any changes in technical laws or regulations which may affect any aspect of this Agreement which CLI has not already advised Customer of or taken. Customer agrees to notify CLI in the event it becomes aware of any changes in laws or regulations which may affect any aspect of this Agreement which CLI has not already advised Customer of or taken.

LIABILITY: Customer shall be liable for and shall indemnify, defend and hold Chart Lifecycle Inc. (“CLI”) harmless against any and all liability claims arising from or relating in any way to the quality of the Work. The liabilities of Customer shall not exceed the actual damages caused, in the aggregate, to CLI and its personnel, employees, agents, officers and directors (“CLI Group”) other than liability incurred for personal injuries or damages to tangible property. The limitations in this section shall not be deemed to apply to any claims made for death or personal injury for which CLI is liable.

CANCELLATION: Customer may cancel this Agreement, at any time, after providing 10 days written notice to CLI. Upon such time, CLI has an obligation to stop all work and Customer has an obligation to pay for all costs incurred by CLI up to the date of cancellation. Customer must use reasonable good faith in selecting the date of cancellation.

ACCEPTANCE: This Agreement constitutes the entire agreement between the parties hereto and represents the sole and complete Agreement between them with respect to the subject matter of this Agreement. This Agreement can only be amended in writing so designated and signed.