

PURCHASE ORDER TERMS AND CONDITIONS

The Purchase Order Form, these Purchase Order Terms and Conditions, and any attachments hereto (collectively, the "Purchase Order") are the exclusive terms and conditions for the delivery of the specified goods or materials and/or performance of the specified services and/or work (collectively, "Goods and Services") by the named seller ("Seller") for the benefit of New York University in Abu Dhabi Corporation, a New York not-for-profit corporation that is licensed as the branch of a foreign entity in Abu Dhabi, United Arab Emirates ("NYUADC"). NYUADC and Seller are each a "Party" and together are the "Parties".

- 1. Acceptance of Purchase Order by Seller.** Upon acceptance of this Purchase Order by the Seller as set forth herein, this Purchase Order is a valid and binding contract between NYUADC and Seller. This Purchase Order is deemed accepted by Seller upon the earlier to occur of the following: (a) the Purchase Order is sent to Seller and Seller does not object in writing to any of its terms or provisions within two (2) business days; or (b) Seller at any time otherwise delivers or performs all or any part of the Goods and Services. No change or alteration may be made to any term of this Purchase Order without the prior written consent of NYUADC.
- 2. Acceptance by NYUADC.** Delivery of the Goods and Services will be deemed to be complete only when delivered pursuant to a valid Purchase Order and when actually received by NYUADC. All Goods and Services are subject to NYUADC's right of inspection following delivery and/or performance by Seller; payment for Goods and Services under this Purchase Order prior to inspection by NYUADC will not constitute acceptance by NYUADC. NYUADC may, at its option, reject all or any portion of the Goods and Services that do not, in NYUADC's discretion, comply with the terms and conditions of this Purchase Order or NYUADC's requirements. NYUADC may elect to reject all of the Goods and Services even if only a portion is nonconforming. In any case, acceptance of all or any part of the Goods and Services will not be deemed to be a waiver by NYUADC of its right to (a) cancel, reject or return all or any portion of the Goods and Services, or (b) make a claim for damages, for reasons including defect, breach of warranty, late delivery, or breach or non-compliance with any of the terms or provisions of this Purchase Order.
- 3. Time for Delivery.** Delivery or performance will be strictly in accordance with NYUADC's delivery or performance schedule. If Seller's delivery or performance fails to meet such schedule, NYUADC may, without limiting any of its other rights or remedies, direct expedited routing or performance by one or more third parties, and the difference between the cost of that expedited routing or performance and this Purchase Order's routing or performance costs will be paid by Seller upon NYUADC's demand. Time is of the essence with respect to Seller's delivery and/or performance under this Purchase Order.
- 4. Risk of Loss.** Until delivered to NYUADC in accordance with Section 2, Seller will bear all risk of loss or damage. Shipment of goods or materials is D.D.P. Destination (Seller must bear all costs and risks involved in bringing the Goods and Services to the place of destination, including any duty where applicable) unless Purchase Order states otherwise.
- 5. Cancellation for Breach by Seller.** NYUADC may terminate this Purchase Order, in whole or in part, for Seller's breach of this Purchase Order, including but not limited to, the failure to deliver the Goods and Services as and when specified. If NYUADC terminates this Purchase Order for Seller's breach, in addition to all of NYUADC's other rights and remedies under law, Seller will be liable to NYUADC for all damages, including but not limited to, the cost of securing replacement Goods and Services, shipping charges for returned Goods and Services, and any amounts previously paid by NYUADC to Seller. Cure of any non-conforming Goods and Services by Seller may only be made with the prior written consent of NYUADC, and Seller will be liable to NYUADC for any additional shipping charges and other liabilities incurred by NYUADC as a result of such a cure. This right of termination is in addition to and not in place of any other rights or remedies that NYUADC may have at law or in equity.
- 6. Cancellation for Convenience.** NYUADC, in its sole discretion and without cause, may terminate this Purchase Order, in whole or in part, at any time without incurring liability to Seller for lost profits, or any other costs or damages, other than the proportionate value of the purchase price for Goods and Services performed or delivered. Payment due will be a percentage of the purchase price equal to the percentage of the work completed and/or any unit prices in the purchase price specified for goods delivered.
- 7. Pricing.** NYUADC will pay Seller only for such Goods and Services and at such prices as agreed upon pursuant to this Purchase Order. Prices include all amounts payable by NYUADC and no additional charges of any kind (including, without limitation, charges for transportation, delivery, boxing, packing or other extras) will be payable by NYUADC unless specifically set forth in this Purchase Order or otherwise specifically agreed to in writing by an authorized purchasing agent of NYUADC. Seller will submit all invoice(s) to NYUADC under this Purchase Order as set forth herein or as may be designated by NYUADC.
- 8. Representations and Warranties.** In addition to, and without limiting any of Seller's other representations and warranties, express or implied, Seller expressly represents and warrants to NYUADC that: (a) Seller is not an entity organized under the laws of Iran or Sudan, Seller is not an agency or representative of the government of Iran or Sudan, none of Seller's officers, directors, managers, supervisory board members, partners or shareholders is an agent or representative of the government of Iran or Sudan or a person who is ordinarily resident in Iran or Sudan, no Goods provided hereunder shall be of Iranian or Sudanese

origin, and no Services will be provided by any person who is ordinarily a resident of Iran or Sudan; (b) Seller will not deposit funds it receives from NYUADC into an Iranian or Sudanese bank – NYUADC shall not be responsible for the loss of any funds deposited in violation of this provision; (c) Seller will not otherwise violate U.S. export control and economic sanctions laws, including but not limited to the U.S. Department of Commerce's Export Administration Regulations and the economic sanctions programs administered by the U.S. Department of Treasury, nor take any other action that would cause NYUADC or New York University to be in violation of U.S. export control and economic sanctions laws; (d) all Goods and Services conform and will continue to conform to professional industry standards and to any description, sample, specifications or other documentation related to the Goods and Services made available to NYUADC; (e) the Goods and Services are and will be fit for the purposes for which purchased, free from defects in materials and workmanship, and safe for their intended use; (f) Seller has all right, title and interest in and to the Goods and Services necessary to fulfill its obligations hereunder; (g) the Goods and Services are free from any liens, claims and encumbrances of any nature and do not and will not infringe the intellectual property rights of any third party; (h) all Goods and Services will have been produced or manufactured in accordance with the requirements of all applicable U.A.E. and Abu Dhabi laws, rules and regulations; and (i) Seller has not been excluded from participation in, nor is aware of any pending or threatened debarments or exclusions from, any U.A.E.-funded healthcare program. All of Seller's representations and warranties, both express and implied, also constitute conditions of this Purchase Order and will survive inspection, acceptance and payment by NYUADC.

9. **Proprietary Rights.** The Goods and Services will be deemed to be work made for hire and NYUADC will own all right, title, and interest in and to the Goods and Services and each part and component thereof, whether or not patentable or copyrightable, and any copyright therein and patent application or patent thereon. Seller agrees that all right, title and interest in and to the Goods and Services has been transferred and assigned to NYUADC. To the extent any background intellectual property rights of Seller are necessary for NYUADC to fully exploit the Goods and Services, Seller agrees they must be disclosed to NYUADC prior to Seller's commencement of work hereunder, and Seller agrees to grant NYUADC non-exclusive license rights thereto, sufficient for it to fully exploit the Goods and Services, without additional consideration. At NYUADC's request, Seller will promptly give, execute, deliver, file, and record any and all applications, assignments or other instruments, and will do such other acts and things, as NYUADC may deem necessary in order to confirm transfer, assignment, conveyance, and vesting in and to NYUADC all right, title, and interest in and to the Goods and Services, each part and component thereof, all copyrights therein, and all patent applications and patents thereon; in order to assist NYUADC in prosecuting or defending any litigation and proceedings relating to the Goods and Services, any part or component thereof, any copyright therein, or any patent application or patent thereon; or in order to evidence or preserve NYUADC's ownership of the right, title, and interest in and to the Goods and Services, each part and component thereof, all copyrights therein, and all patent applications and patents thereon. This Section will survive termination of this Purchase Order.
10. **Force Majeure.** The Parties acknowledge and agree that the provision or acceptance of Goods and Services or other obligations under this Purchase Order may be delayed or prevented due to an event beyond the reasonable control and without the fault or negligence of any of the Parties (a "Force Majeure Event"). For an event to qualify as a Force Majeure Event, an affected Party could not reasonably have avoided it or its effects by the exercise of reasonable diligence prior to the occurrence of the event. Force Majeure Events may include (without limitation) any act of God, war or public enemy, any act of government or any agency thereof, any fire, flood, explosion, earthquake, hurricane, tsunami, volcanic eruption or other catastrophe, any epidemic or quarantine restriction, any act of sabotage, piracy or terrorism, or any strike, lockout or other work stoppage, slowdown or dispute. A Party affected by a Force Majeure Event shall employ reasonable efforts to (a) advise the other Party if it is unable to perform and the expected duration of such inability, (b) mitigate disruption and cost to the other Party due to such inability, and (c) resume performance as soon as possible. NYUADC has the right to terminate this Purchase Order if Seller is unable to perform at any point due to a Force Majeure Event, without incurring liability to Seller for lost profits, or any other costs or damages, other than the proportionate value of the purchase price for Goods and Services performed or delivered.
11. **Compliance with Laws and NYUADC Policies.** Seller represents and warrants that, in the provision and delivery of Goods and Services, Seller will comply with all applicable (i) international, foreign, U.S. and U.A.E. and Abu Dhabi laws, rules and regulations and (ii) NYUADC and New York University policies and instructions. Seller will not violate U.S. export control and economic sanctions laws, including, but not limited to, the U.S. Department of Commerce's Export Administration Regulations and the economic sanctions programs administered by the U.S. Department of Treasury, nor take any other action that would cause NYUADC or New York University to be in violation of U.S. export control and economic sanctions laws. Seller will obtain and maintain, and furnish to NYUADC upon request, any and all permits, licenses, approvals, certificates and other documents required by NYUADC or otherwise required by applicable law.
12. **Export Controls.** The Seller represents and warrants that (i) The Seller is not currently in violation of and will not violate US export control and economic sanctions laws, including, but not limited to, the US Department of Commerce's Export Administration Regulations ("EAR"), the economic sanctions programs administered by the US Department of Treasury, the International Traffic in Arms Regulation ("ITAR") administered by the U.S. Department of State, and the Foreign Corrupt Practices Act, nor take any other action that would cause Customer or New York University to be in violation of US export control and economic sanctions laws; (ii) The Seller will obtain and maintain, and furnish to Customer upon request, any and all permits, licenses, approvals, certificates and other documents required by Customer or otherwise required by applicable law; (iii) The Seller is not an entity organized under the laws of Cuba, Iran, North Korea, Syria, or Sudan, and is not an agency or representative of the government of Cuba, Iran, North Korea, Syria, or Sudan, and that none of Seller's officers, directors, managers, supervisory board members, partners or shareholders is an agent or representative of the government of Cuba, Iran, North Korea, Syria, or Sudan or a person who is ordinarily resident in Cuba, Iran, North Korea, Syria or Sudan; (iv) no Goods provided hereunder shall be of Cuban, Iranian, North Korean, Syrian, or Sudanese origin, and no Services will be provided by any person who is ordinarily a resident of Cuba, North Korea, Iran, Syria or

Sudan; (v) The Seller will not deposit funds it receives from Customer into a Cuban, Iranian, North Korean, Syrian, or Sudanese bank – Customer shall not be responsible for the loss of any funds deposited in violation of this provision; (vi) neither the Seller, the Seller's officers, directors, managers, supervisory board members, partners or shareholders, or any party providing any Goods and Services to the Seller for provision to Customer under this Purchase Order are identified on any list of restricted parties maintained by the United States government or other applicable government, including, but not limited to, the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), the Denied Persons List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS") or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, unless expressly authorized in writing by Customer; (vii) all items (hardware, software, or technology) to be provided to Customer under this Purchase Order are not controlled under the ITAR, listed in an Export Control Classification Number ("ECCN") entry on the EAR, or controlled under a foreign equivalent law or regulation, or if the foregoing is not correct, Seller will provide in writing to Customer the export classification of such item(s) (i.e. the proper ECCN if the item is controlled under the EAR, the proper United States Munitions List Category if the item is controlled under the ITAR, or the foreign equivalent) before the Purchase Order is deemed finalized and will notify Customer in writing of any future changes to the export classification information of the item(s).

- 13. Indemnification.** To the fullest extent permitted by law, Seller will defend, indemnify and hold harmless NYUADC from and against any and all losses, claims, allegations, demands, suits, proceedings, investigations, prosecutions, actions, causes of action, liabilities, obligations, costs, expenses, assessments, settlements, judgments, interest, penalties (including legal expenses and reasonable attorneys' fees), damages or injuries of any kind or nature whatsoever (including, without limitation, damage, loss or destruction of real or personal property, personal or bodily injury or death) to NYUADC and all other persons caused by, resulting from, arising out of, or occurring in connection with Seller's: (i) breach of any term or provision of this Purchase Order including the representations and warranties; (ii) violation of applicable law; (iii) performance or non-performance by Seller in connection with this Purchase Order; (iv) infringement of any intellectual or other propriety right of any third party; or (v) negligent acts or omissions or intentional misconduct. NYUADC will provide Seller with notice of a claim for indemnification under this section. In the event Seller fails to prosecute and conduct the defense diligently and in good faith, NYUADC may take any and all actions at Seller's expense that it deems necessary or desirable to preserve its rights with respect to such claim, including the right (but not the obligation) to engage counsel and defend, compromise or settle such claim, without waiving or otherwise limiting its rights under this section. Seller will consult with NYUADC and at all times keep NYUADC informed of all material matters relating to its indemnification of NYUADC, including compromise or settlement of any claim. NYUADC will be entitled to participate in any litigation and/or negotiations relating to any compromise or settlement with counsel of its own choice. Seller will not agree to any compromise or settlement of any third-party claim, or permit a default or consent to entry of any judgment in respect of such claim, without NYUADC's prior written consent. For purposes of this section and the previous section, "Seller" means each of Seller, any subcontractor engaged by Seller in connection with Goods and Services, and their respective employees, officers, directors, agents, servants and representatives. References to "NYUADC" in this section include, and provisions of this section will inure to the benefit of, NYUADC, its affiliated entities, and their respective employees, trustees, directors, officers, agents, servants, successors and assigns. The provisions of this section will survive termination of this Purchase Order.
- 14. Insurance.** Seller will maintain: (a) Commercial General Liability Insurance, written on an occurrence basis in amounts of not less than US\$2,000,000 (or its equivalent in U.A.E. dirhams) per occurrence; (b) Workers' Compensation Insurance as required by applicable law and Employer's Liability Insurance in an amount not less than US\$1,000,000 (or its equivalent in U.A.E. dirhams) for each accident; (c) Professional Liability Insurance (Errors and Omissions) in an amount not less than US\$2,000,000 (or its equivalent in U.A.E. dirhams) for each wrongful act if this Purchase Order covers the provision of professional services; and (d) Automobile Liability Insurance for a combined single limit of not less than US\$1,000,000 (or its equivalent in U.A.E. dirhams) if Seller will own, hire or lease any automobile in connection with this Purchase Order. Seller will submit to NYUADC's Director of Insurance and Risk Management (located at 838 Broadway, Rm 408, New York, NY 10003 USA) certificates of insurance evidencing the coverage described in (a) and (c) above, to the extent applicable, and the additional insured endorsement; such endorsement will name New York University and NYUADC as additional insureds and state that New York University and NYUADC are not to be responsible for payment of premium for such additional insured status. All insurance policies specified herein will be issued by insurers with a minimum rating from A.M. Best of A-, and a minimum financial rating of VII. If any required insurance is covered by a claims-made policy, Seller will either maintain the policy for at least three years following completion of its work under this Purchase Order or purchase tail coverage for the remaining period. Said policies will also provide that the insurer will give NYUADC at least thirty (30) days' prior written notice of cancellation, modification or material alteration of said policy. Seller's procurement of the insurance hereunder will not relieve Seller of any obligation or liability assumed under this Purchase Order.
- 15. Governing Law.** This Purchase Order will be governed by and construed according to the laws of the United Arab Emirates and Abu Dhabi without regard to principles of conflicts of law. Any and all actions or proceedings relating to the subject matter of this Purchase Order will be maintained by and subject to the jurisdiction of competent courts. NYUADC may serve any summons or process in any such proceeding on Seller in the manner for giving notices under this Purchase Order.
- 16. Confidential Information.** Seller and its employees, agents and subcontractors will hold in confidence and not disclose, distribute, sell, copy, share or otherwise use NYUADC's "Confidential Information," which includes (i) any information about or relating to the Goods and Services, and (ii) any information obtained, learned, received, or developed by Seller that relates to the employees, students, research, development, plans, business affairs, property, records, processes, techniques, or equipment of NYUADC. Upon completion of its performance under or termination of this Purchase Order, Seller will return to NYUADC all Confidential Information, and any copies thereof.
- 17. Publicity.** Seller will not use (a) the names of New York University, New York University in Abu Dhabi, NYUADC, or any college,

school, division, unit, agent, employee or student thereof or (b) any logo, trademark, service mark or trade name owned or controlled by New York University or NYUADC without the prior written consent of a duly authorized representative of New York University and NYUADC.

18. **Notices.** All notices to be given hereunder will be in writing and will be delivered by facsimile (if to NYUADC, to the number designated on the Purchase Order Form), or overnight carrier or U.A.E. mail (if to NYUADC, addressed to Attn. Director of Procurement, NYU in Abu Dhabi Corporation, P.O. Box 129188, Abu Dhabi, U.A.E.).
19. **Miscellaneous.** This Purchase Order will be binding on the Parties and their respective successors and permitted assigns. Seller may not assign this Purchase Order or any of its rights and obligations hereunder (including its right to receive payment) without NYUADC's express prior written consent. Any attempted assignment by Seller without such consent will be null and void for all purposes. If NYUADC consents to an assignment, Seller will remain primarily responsible for any and all Goods and Services delivered or performed by such assignee or subcontractor as if performed or delivered by Seller. Seller may not modify, waive or supplement this Purchase Order or any term or condition thereof without the written agreement of NYUADC. This Purchase Order may be changed or modified by NYUADC by a written instrument signed by NYUADC's authorized representative. The failure of NYUADC to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Purchase Order, or to otherwise exercise any right or remedy under this Purchase Order or otherwise, will not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, or of the future exercise of such right or remedy, but rather the obligation of Seller with respect to that future performance will continue in full force and effect. If any provision of this Purchase Order is determined to be invalid, void or unenforceable in any respect, the remaining provisions hereof will continue in full force and effect. This Purchase Order is not for the benefit of any third parties. Nothing contained herein will create any agency, partnership, association, or joint venture between the Parties. The relationship of Seller to NYUADC is that of independent contractor solely and Seller is directly responsible for the mode, method, and manner of its activities. Under no circumstances, as a result of this Purchase Order, will Seller or any of its employees, agents, or representatives be considered an employee, agent, or representative of NYUADC. Notwithstanding the provisions of any other

document, writing, representation, agreement, proposal, promise, or other understanding, oral or otherwise, between Seller and NYUADC, including but not limited to any prior or subsequent price quotation, invoice, confirmation or other document furnished by Seller (collectively, "Extraneous Terms"), this Purchase Order constitutes the entire agreement between Seller and NYUADC regarding the subject matter of this Purchase Order and supersedes all Extraneous Terms with respect to the matters contained herein. All provisions that logically ought to survive termination of this Purchase Order shall survive. In case of conflicting terms and conditions, these NYUADC terms and conditions prevail.