

END USER LICENSE AGREEMENT (Version July 2024)

WAREHOUSE MANAGEMENT SYSTEM (WMS)/ WAREHOUSE EXECUTION SYSTEM (WES)/ WAREHOUSE CONTROL SYSTEM (WCS)/ FLEET MANAGEMENT SYSTEM (FMS)

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1. Definitions

"Additional Services" has the meaning ascribed to it in Section 6.2.

"Agreement" means this end user license agreement governing the terms of use of the Software by the Licensee, including any supplements, addendums, modification etc., if any, thereof as done from time to time in accordance with the terms herein.

"Confidential Information" means any information disclosed by the Licensor to the Licensee or which the Licensee gains access to in the course of using the Software, whether in written, oral or electronic form, and irrespective of whether the same was specifically identified as 'Confidential' or not, including but not limited to the terms of this Agreement and the transactions executed between the Parties, the Software, the source code of the Software (if provided), any documentation relating to the Software, performance, functions and comparison benchmarks therefor and any other information which having regard to the nature and circumstances of disclosure shall be considered to be confidential or proprietary. Provided however that "Confidential Information" shall not include information that:

- (a) is or becomes generally available to the public other than as a result of any act by the Licensee;
- (b) is rightfully received by the Licensee from a third party who is under no obligation of confidentiality;
- (c) the Licensee is able to demonstrate by written evidence that such information was independently developed by it without the use of any of the Confidential Information.

"Change Request" has the meaning ascribed to it in Section 6.1.

"Developments" mean any executed Change Request, innovation, invention, discovery, design, development, method, modification, improvement, process, derivative note, algorithm, database, computer program, formula, technique, trade secret, graphic, image, audio or visual work, and any other work of authorship.

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- (b) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith;
- (c) all computer software (including data and related documentation), code, machine code, source code, related documentation, graphics, images, designs, logos, programs, layouts and specifications;
- (d) all other proprietary rights of whatsoever description whether or not protected and whether or not capable of protection; and
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"License" has the meaning ascribed to it in Section 2.1.

"License Fee" has the meaning ascribed to it in Section 4.1.

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"Licensee" or **"You"** means the individual or entity, whether having an independent legal status or not, including its heirs, executors, administrators, legal representatives, successors and permitted assigns, who receives the License for the Software.

"Parties" means a collective reference to the Licensor and the Licensee, and **"Party"** shall be construed accordingly.

"Representatives" has the meaning ascribed to it in Section 10.1.

"Site" means the warehouse for which the License to the Software has been provided by the Licensor to the Licensee.

"Software" means the software of the description stated in the title to this Agreement, together with any Developments and the accompanying documentation provided by the Licensor to the Licensee.

"Third-party Software" has the meaning ascribed to it in Section 7.1.

"Usage Review" has the meaning ascribed to it in Section 9.1.

2. Grant of License

2.1. Subject to continued compliance of this Agreement by the Licensee, the Licensor hereby grants a limited, non-transferable, non-sub-licensable, non-assignable, non-exclusive right to use the Software solely for the purpose of Licensee's own internal business use and only at the Site agreed between the Parties ("**License**").

2.2. Pursuant to the License, only the Licensee's Representatives shall be permitted to use the Software, provided however that the Licensee shall be directly responsible for the compliance of this Agreement by such Representatives.

2.3. The Licensee shall not have any right other than the extent of License set out in Section 2.1 above. The Licensee shall not reproduce, modify, transfer, assign, sub-license, adapt, translate, copy, reverse engineer, create derivative works of, attempt to discover the source code, disclose any test results, or do any acts with the Software which is not expressly permitted under this Agreement.

2.4. The Licensee shall not create a software similar to the Software. Further, the Licensee shall not use any unlicensed function or module of the Software.

2.5. The Licensee agrees to purchase a fresh License of the Software for every new Site. The Licensee shall use the License only for the operation of the equipment at such Site of the Licensee disclosed to the Licensor and agreed by the Licensor. The Licensee agrees to purchase additional License in case deployment on additional server is required.

2.6. Nothing herein shall convey the title or any proprietary rights in or to the Intellectual Property of the Software or any part thereof, to the Licensee, and that the title and the proprietary rights in relation to the Intellectual Property shall always vest solely with the Licensor. The Licensor reserves all rights in the Software, not expressly granted to the Licensee under this Agreement.

2.7. Unless otherwise agreed by the Licensor, the License shall be one or a combination of following types for each Site and additionally of the usage modules as provided under Section 2.8, and the Licensee shall obtain a license only in such form of License, and will, at all times, adhere to the conditions attached to such License:

(I) By Software Functionality.

(a) **Comprehensive License:** A comprehensive license provides access to the full functionality of the Software to the Licensee including administrator rights.

(b) **Basic License:** A basic license provides limited functionalities of the Software to the Licensee regarding some warehouse processes, as may be determined by the Licensor.

(c) **Advanced Add-on License:** An add-on license shall provide additional functionalities or additional product to the Licensee over and above the already installed Software, pursuant to Change Request requested by the Licensee. The add-on license shall not be independently available but shall always be coupled with an existing Basic License or a Comprehensive License.

(d) **Automation based License:** An automation License provides License for operating a particular machine or a product supplied by the Licensor.

(II) By Payment terms:

(a) **Subscription based License:** A subscription-based License is for a limited duration subject to the payment of recurring License Fees.

(b) **Perpetual License:** A perpetual License is a License provided for an unlimited duration.

(III) By number of deployments:

(a) **Server License:** A server License is required for each server at the Site (whether active or redundant).

(IV) By Type of Deployment:

(a) **On-Premise:** An On-premise License shall be deployed on the server of the Licensee.

(b) **Cloud based:** A cloud-based License shall be provided through a third party cloud to the Licensee.

2.8. The usage of the Software is granted based on the number of purchased user licenses or shall be limited by the number of authorized users permitted to simultaneously use the Software. The Software License can either be based on the express named users ("**Named Users**") or on the maximum number of connected or simultaneously operation Licensee computer ("**Concurrent Users**"). A Named User License has to be purchased for every person that has a user in the system and must not exceed the actual number of purchase Licenses. Under the Concurrent Users License, the Software can be used by several users at the same time, provided that the number of simultaneously working Concurrent Users does not exceed the number of purchased Licenses. The Licensee agrees to purchase additional and new License of the Software for the users, if the number of users exceed beyond the agreed and permissible numbers.

2.9. The Licensee hereby unconditionally agree to adhere to all the conditions of use of License set out in this Agreement, and in compliance with all applicable laws and regulations, including but not limited to, applicable export control laws and regulations of applicable jurisdictions.

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2.11. At no time shall the Licensee be provided with the source code of the Software. The Licensee shall not copy or reverse engineer the Software or the Intellectual Property contained therein or any portion thereof.

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2.13. Licensee may not (i) utilize any equipment, device, software, or other means to (or designed to) circumvent or remove any form of technical protection used by Licensor in connection with the Software, or (ii) Install or access the Software with any product code, authorization code, serial number, or other copy-protection device not supplied by the Licensor.

2.14. In the event any new functions are to be added to the Software, Licensee can undertake the same only through the Licensor's defined development tools. The Licensor is not responsible for Licensee's development and modifications and the Licensee shall solely bear all risks thereof.

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3. Documentation

3.1. The Licensor may provide certain documentation relating to the Software to the Licensee. Any examples, pictures, descriptions, etc. contained in such documentation are merely illustrative and are not intended to be a guarantee or an accurate representation. Any information in the documentation intended to be guaranteed should be expressly agreed in writing by the Licensor.

4. License Fees

4.1. In consideration of the grant of the License, the Licensee agrees to pay such license fees ("**License Fee**"), as may be notified by the Licensor, in the following manner:

- (a) in case the Software is provided as a part of a turnkey systems project, along with the payment of the contract sum payable for the turnkey systems project, as agreed between the Licensor and the Licensee;
- (b) in any other case, within Thirty (30) days from the date of invoice issued by the Licensor to the Licensee. The invoice shall be issued by the Licensor at such recurring period as may be agreed between the Licensor and the Licensee.

4.2. The Licensee shall, without any demur or protest, pay the License Fee without the deduction of any amounts whatsoever. In the event that any amounts are to be withheld, the Licensee shall gross up the amount to be withheld in such a manner that the Licensor receives the actual License Fee quoted by the Licensor as if no deduction was made thereof.

4.3. For clarity and certainty, any costs for third-party hardware and software which may be necessary for the operation of the Software are not included in the License Fee and unless otherwise agreed, the Licensee shall be responsible for its renewal and payment.

5. Effective Date, Termination and Suspension

5.1. The License granted herein by the Licensor shall come into effect upon:

- (a) in case the Software is provided as a part of a turnkey systems project, the provisional acceptance of the systems.
- (b) in any other case, the delivery of the Software to the Licensee.

and shall remain in full force and effect unless terminated in accordance with the terms of this Agreement.

5.2. The Licensor may terminate the License to the Software of the Licensee in the event that the Licensee commits a breach of this Agreement.

5.3. Licensor may also immediately disable or suspend Licensee's access to and use of Software if Licensor believes in good faith that Licensee's or Licensee's Representatives conduct or failure to act may (i) pose a security risk, constitute illegal activity, or otherwise adversely impact Software, systems, or other users, (ii) constitute or enable tampering with, removing, disabling or otherwise limiting the effectiveness of any technical protections, (iii) subject Licensor or its suppliers, resellers, distributors, users, or any similar third parties, to liability or (iv) in case of Licensee's or its Representatives breach the terms of this Agreement.

5.4. Upon termination of this Agreement, the Licensee shall immediately:

- (a) Cease using and accessing the Software and all licenses granted pursuant to this Agreement shall end;
- (b) pay all the outstanding amounts, if any, payable from the Licensee to the Licensor;

- (c) delete all copies (including any backup copies) of the Software in its possession;
- (d) return all documentation provided by the Licensor to the Licensee; and
- (e) confirm in writing to the Licensor that the Licensee has completed the actions set out above in Section 5.4(d) to (d).

6. Change Requests and Additional Services

- 6.1. The Licensee may, depending upon its additional requirements, request in writing for additions, deletions or modifications to the existing Software ("**Change Request**").
- 6.2. The Licensee may also request any support services, helpdesk services or any other services with respect to the Software from the Licensor ("**Additional Services**").
- 6.3. Upon receipt of a request for Change Requests or Additional Services from the Licensee, the Licensor shall notify the Licensee regarding the possibility and manner of implementation of the Change Request/Additional Services, as well as the cost involved in the same.
- 6.4. Based on the notification from the Licensor to the Licensee under Section 6.3 above, the Parties shall determine whether to execute the Change Request/Additional Services, and proceed accordingly.

7. Third-Party Software

- 7.1. The Software may include third-party software (whether open source or licensed to the Licensor) ("**Third-Party Software**"). Such Third-Party Software is governed by its own specific terms and conditions. Upon request, the Licensor may provide the Licensee with the terms and conditions applicable to the Third-Party Software. The Licensee agrees to comply with the terms and conditions applicable to the Third-Party Software and shall also ensure compliance of the same from its Representatives.
- 7.2. The third-party which owns the Third-Party Software shall continue to retain the ownership and intellectual property contained in the Third-Party Software.

8. Backup Software

- 8.1. The Licensee shall be provided with One (1) copy of the Software for backup purposes if agreed between the Parties, to be used only in cases of irreparable system failure where the original Software cannot be retrieved. Such backup shall not be used for any other purpose, including to verify whether the original Software copy can be replaced with the backup copy.
- 8.2. Any documentation provided to the Licensee may be copied by the Licensee in hard copy only and strictly for internal purposes.

9. Usage Review

- 9.1. The Licensor shall have the absolute right to review the extent of usage of the Software by the Licensee and its Representatives, without any prior notice ("**Usage Review**"). Such Usage Review can be conducted at any time by the Licensor, by way of one of the below options exercisable at the discretion of the Licensor:
 - (a) remote surveys; or
 - (b) audits conducted by the Licensor itself or a third party, whether remote or on-site.
- 9.2. The Licensor may at its discretion, instead of requiring a Usage Review, require the Licensee to make voluntary disclosures regarding its use of the Software.
- 9.3. The Licensee shall provide all cooperation and assistance to the Licensor or any authorized representatives of the Licensor, for conducting such Usage Review, including but not limited to providing unrestricted access to the Licensee's systems.
- 9.4. In the event the Licensee refuses to cooperate for the Usage Review, or the Usage Review reveals an over-usage of the Software when compared to the License procured, or non-compliance with the terms of this Agreement, the Licensor shall in addition to the right to terminate this Agreement and the License provided, be entitled to charge the Licensee the following:
 - (a) an amount equivalent to twice (2x) the license fees applicable for the additional users detected during the Usage Review;
 - (b) all the costs incurred for the Usage Review; and
 - (c) a penal interest calculated on the existing license fees for the breach of the terms contained in this Agreement, at a rate to be determined by the Licensor.

10. Confidentiality

10.1. Licensee undertakes to the Licensor that:

- (a) it shall keep all Confidential Information confidential and not disclose any Confidential Information without the prior written consent of the Licensor, to anyone other than to such of its directors, employees, who have a strict need-to-know ("**Representatives**"), to receive and consider the same for the transaction between the Parties. The Licensee shall procure that its Representatives observe the terms of this Agreement as if they were a party to it, and the Licensee shall be liable for breach of this Agreement by any Representative as if Licensee Party had breached this Agreement;
- (b) it shall not use, reproduce, transform or store any Confidential Information for anything other than the transaction between the Parties;
- (c) it shall not use any Confidential Information to procure any commercial advantage over the Licensor or to solicit or attract any of the directors, employees, clients/customers or suppliers of the Licensor away from it;

(d) it shall not disclose Confidential Information required to be disclosed by applicable law or by order of a court of competent jurisdiction or by a recognized stock exchange, governmental department or agency or other regulatory body, unless Licensee has provided a prior written notice of the disclosure to the Licensor sufficient for it to obtain a protective order, and also has restricted the disclosure to the maximum extent possible.

10.2. The Licensee agrees that the Software may store non-personal information pursuant to the use of Software. The Licensor shall be authorized to store and process such information for perpetuity in accordance with the applicable law, provided the information has been anonymized, for the sole purpose of assessing and improving the Licensor's products. In the event the Licensor process any personal information or the Software stores any personal information, the same shall be governed by Licensor's privacy policy available at <https://addverb.com/privacy-policy/>

11. Liability

11.1. The Licensee shall indemnify and hold harmless the Licensor against any breach of the terms contained in this Agreement by the Licensee or any of its officers, employees, directors, agents and Representatives and against infringement of the Licensor's Intellectual Property rights.

11.2. The Licensor's liability against the Licensee shall be limited to any acts of willful misconduct or fraud by the Licensor.

11.3. The maximum aggregate liability of the Licensor for any matters relating to the Software or under this Agreement, shall be limited to an aggregate amount of the License Fee paid in the last six (06) months, before which the claim arose.

11.4. The Licensor shall not be liable to the Licensee for any indirect, consequential, special, exemplary or punitive damages, including lost profits, loss of data, lost savings, loss of anticipated revenue.

12. Warranties and Disclaimer

12.1. The Licensee warrants that the Software shall be operated by the Licensee in a specific working environment for the software, such as hardware and operating system, in accordance with the Licensor's guidelines. In the event the Licensee intends to change the working environment, Licensee shall provide advance written notice to the Licensor before implementing such change, to discuss on the possible impact on the operation of the Software as a result thereof. The Parties shall mutually agree on the changes required and the associated cost for the same. The Licensee shall further adhere to all the guidelines provided by the Licensor whether in the documentation provided by it or otherwise. The Licensor shall not be liable for any errors with the Software resulting from a breach by

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12.2. The Software is a standard product developed by the Licensor, which is generally used for the requirements similar to that of the Licensee. Accordingly, the Licensor does not guarantee that the Software will be error free. However, the Licensee may obtain the Licensor's assistance for the duration of any warranty period agreed between the Parties.

12.3. The Licensor will not be under an obligation to rectify any errors in the Software in the following situations:

- (a) the Licensee didn't implement an update provided by the Licensor;
- (b) the Licensee didn't inform the Licensor about the error within two (2) weeks from first occurrence;
- (c) change of operating system or the environment of the Software;
- (d) unauthorized modifications to the Software;
- (e) use of the Software which deviates from the usual and recommended manner prescribed by the Licensor;
- (f) any negligence or misuse of the Software by the Licensee.
- (g) The Licensee does not have a valid agreement with the Licensor for Additional Services.

12.4. The License of the Software should not be construed as comprising of any implicit warranties, including warranties of merchantability or fitness for a particular purpose.

12.5. Any breach of this Agreement by the Licensee shall render the warranty provided by the Licensor as void *ab initio*.

12.6. THE LICENSOR DOES NOT GUARANTEE THAT THE SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT THE LICENSOR WILL CORRECT ANY OR ALL ERRORS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR EXPRESS WARRANTIES PROVIDED BY THE LICENSOR UNDER THIS AGREEMENT, THE SOFTWARE AND ANY SERVICES PERFORMED OR PROVIDED BY THE SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. IN THE EVENT THAT A DEFICIENCY IS REPORTED, LICENSEE'S EXCLUSIVE REMEDY, AND LICENSOR'S ENTIRE LIABILITY, SHALL BE THE CORRECTION/REPLACEMENT OF DEFICIENCY THAT CAUSE A MATERIAL FAILURE OF THE SOFTWARE. LICENSEE SHALL NOT BE ENTITLED TO ANY REIMBURSEMENT OF COSTS INCURRED IN CONNECTION WITH THE CLEARANCE OF DEFECTS BY LICENSEE OR A THIRD PARTY.

13. Third Party Claims

13.1. In the event of a third party claim against the Licensee claiming that the Software infringes the intellectual

property rights of such third party, the Licensor will, subject to the limitations under Section 11, compensate the Licensee for any loss or expense suffered or incurred by the Licensee, provided the Licensee does the following:

- (a) notifies the Licensor within two (2) business days regarding the third-party claim;
- (b) hands over sole and complete control of the defense of such third party claim to the Licensor; and
- (c) provides the Licensor with all the information, assistance, and authority, as may be required by the Licensor to defend, or settle the claim.

13.2.If the Licensor agrees or it is finally determined by a non-appealable court order that the Software has indeed infringed a third party's intellectual property right, then the Licensor may choose to modify the Software to be non-infringing, or obtain a license to allow for its continued use.

13.3.The indemnification obligation of the Licensor shall be void in case of any of the incidents set out in Section 12.1 or Section 12.3.

13.4.The remedies provided under this Section are the sole exclusive remedies available to the Licensee in case of a third party claim regarding the Software.

14. Feedback

14.1 If Licensee provide the Licensor with ideas for improvement, suggestions, or other feedback (collectively, "**Feedback**"), the Licensee hereby grant to the Licensor a non-exclusive, transferable, irrevocable, worldwide, royalty-free license (with rights to sublicense) to make, use, sell, offer to sell, reproduce, modify, distribute, make available, publicly display and perform, disclose and otherwise exploit the Feedback.

15. Export Laws

15.1 Licensee hereby undertakes and agrees that it will not use the Software if the Licensee appears on any restricted party list as issued by the U.S. Government or any other country.

15.2 The Licensee shall ensure that the Software is not used by any purpose prohibited by export laws including but not limited to nuclear, biological, or chemical weapons.

16. Governing Law, Jurisdiction & Dispute Resolution

16.1.This Agreement shall be governed by the laws of the following jurisdictions, without reference to the conflicts-of-laws rules thereof:

- (a) India, if the Licensee has acquired the License in India or any other country not specified in this Section;
- (b) Singapore, if the Licensee has acquired the License in a country in Asia (except India), Oceania or the Asia Pacific region;
- (c) Netherlands, if the Licensee has acquired the License in a country in Europe, Africa and Middle East;
- (d) the state of Delaware (and to extent controlling, the federal laws of the United States), if the Licensee has acquired the License in a country in the Americas (including the Caribbean).

- (e) Victoria, Australia, if the Licensee has acquired the License in Australia and New Zealand.

16.2.The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) this Agreement.

16.3.All disputes arising out of or in connection with this Agreement shall first be resolved by way of amicable discussions between the Parties. In the event that a mutually acceptable decision is not reached within 30 days, the dispute shall be resolved by the courts exclusively in:

- (a) New Delhi, if the Licensee has acquired the License in India or any other country not specified in this Section;
- (b) Singapore, if the Licensee has acquired the License in a country in Asia (except India), Oceania or the Asia Pacific region;
- (c) Netherlands, if the Licensee has acquired the License in a country in Europe, Africa or the Middle East;
- (d) the state of Delaware (and to extent controlling, the federal laws of the United States), if the Licensee has acquired the License in a country in the Americas (including the Caribbean).
- (e) Victoria, Australia, if the Licensee has acquired the License in Australia and New Zealand.

16.4.Each Party hereby waives any objection based on the argument that the said court is an improper venue or forum non conveniens. The Parties further agree that the decision of the courts mentioned above shall be conclusive and binding and may be enforced in any other competent jurisdiction.

16.5. To the extent permitted under the law, each Party waives its right to a jury trial for all disputes relating to this Agreement.

16.6.Nothing in this Section shall prevent the Licensor from initiating an action, proceeding, claim or suit for infringement of its Intellectual Property rights in any country where such infringement is alleged to occur or where it deems fit.

16.7.The Licensee acknowledges that damages might not be an adequate remedy for any breach or threatened breach of the provisions of this Agreement. Accordingly, the Licensee agrees that in the event of any breach, Licensee shall have the right to seek an immediate injunction or other equitable relief in favor of the Licensor, in addition to any other remedies available at law or equity.

17. Miscellaneous

17.1.**Severability.** If any part, term or provision of this Agreement is held to be illegal or unenforceable, neither the validity nor enforceability of the remainder of this Agreement shall be affected. Further, the Parties shall mutually endeavour to replace such illegal or unenforceable provision with a valid and enforceable provision.

17.2. **Amendment.** This Agreement may at any time be modified by the Licensor in its sole discretion. Any changes or modification to this Agreement shall be uploaded by the Licensor on its website and shall be binding on the Licensee from the date such changes are uploaded on the website.

17.3. **Assignment.** This Agreement and the rights, obligations and interests herein, in whole or in part, cannot be assigned or transferred in whole or in part by any Party without the other Party's prior written consent. Notwithstanding the above, the Licensor may subcontract or assign any of its rights and obligations herein to any of group companies.

17.4. **Relationship.** Nothing in this Agreement will constitute or will be considered to constitute an association, a principal-agent relationship, or an employer-employee relationship, and no Party will have the authority to create binding obligations on the other Party.

17.5. **Entire Agreement.** This Agreement constitutes the exhaustive terms and conditions applicable to the License and the use of the Software by the Licensee. Any software of third parties provided within or with the Software is additionally subject to the terms and conditions of such Third-Party Software. This Agreement supersedes all prior or contemporaneous agreements or understandings, written

or oral, concerning the License and any other ancillary matters. Only the terms and conditions of the Agreement shall apply to the License of the Software. Any aberrant, conflicting or supplemental other terms and conditions shall – even to the extent that the Licensor has knowledge of them – shall not apply, unless their application has been explicitly approved in writing by the Licensor.

17.6. **Binding Agreement.** The Licensee hereby acknowledges and agree that terms covered herein shall be binding on the Licensee from the time the Software is accessed or used for the first time. Licensee undertakes to ensure that all its Representatives comply with the obligations under this Agreement and in the event of breach by such Representatives, Licensee shall indemnify the Licensor. For the purpose of clarity, in the event the Licensee is a legal entity, nothing contained herein shall require each user/Representative of the Software to accept the terms separately for them to become binding on the Licensee.

17.7. **Force Majeure.** Licensor will not be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from acts of God, supplier delay or other causes beyond Licensor's reasonable control.