

General Terms & Conditions

5th of December 2025

These General Terms & Conditions (the "Terms and Conditions") govern the legal relationship between (1) **YQuantum GmbH**, a company incorporated under the laws of Switzerland with company number CHE-285.711.458 and registered office at Parkstrasse 1, CH-5234 Villigen, Switzerland ("YQuantum"), and (2) any customer who issues, accepts, or signs an Order for Products or Professional Services from YQuantum ("Customer"). YQuantum and Customer are hereinafter collectively also referred to as the "Parties" and individually as a "Party".

1. SCOPE AND HIERACHY

1.1 The Terms and Conditions apply to each agreed quotation, statement of work, and/or any other agreement entered between the Parties (each an "Order"), and to all requests and offers relating to the provision of Products and/or Professional Services by YQuantum to Customer. Together, the Terms and Conditions and the Order form the "Agreement".

1.2 Quotations issued by YQuantum remain valid for **one (1) calendar month** unless explicitly stated otherwise.

1.3 Any general terms of Customer are expressly excluded, even if provided or referenced in any purchasing documentation (i.e. irrespective whether such terms and conditions are declared applicable in confirmation forms, purchase order forms, etc.).

1.4 Modifications to the Agreement are only valid if agreed in writing by both Parties.

1.5 In the case of a conflict or inconsistency between any of: a) the Order(s), b) these Terms and Conditions, and/or c) any other documents referred to in the Agreement, the term falling within the category appearing earliest in the list above shall prevail, unless expressly stated otherwise in writing, with specific reference to the relevant section(s) of the higher-ranked document from which the lower-ranked document intends to deviate.

2. PRODUCT DELIVERY

2.1 Unless the order states differently, delivery of the goods specified in the Order ("Products") is **FCA – Villigen, Switzerland (Incoterms 2020)** and the risk in the Products transfers to the Customer at delivery.

2.2 Customer is obliged to take delivery at the time the Products are made available by YQuantum. If Customer refuses to take delivery or fails to provide the information and instructions necessary for the delivery, YQuantum shall be entitled to store the Products at the expense and risk of Customer and the latter shall indemnify YQuantum against and compensate YQuantum for all Losses and claims for damages for whatever reason resulting thereof.

2.3 YQuantum shall be entitled to deliver Products in instalments and to invoice each delivery separately. If YQuantum is not able to deliver (e.g. due to shortages of materials and long lead times), YQuantum shall be entitled, when possible, to supply in proportion to the quantity ordered or similar alternatives or – if Customer does not agree with the foregoing – to cancel the Order without any liability for YQuantum.

2.4 All Products are sold on an **"as-is" basis**. The remedies explicitly stated in section 4.3 of these Terms and Conditions shall be the sole and exclusive remedies of the Customer in case of any defect or deficiency. Any further warranty (Garantie) – express or implied – of any kind, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement, as well as any statutory warranty rights under Art. 197 et seq. OR, are hereby excluded to the fullest extent permitted by law.

3. RETENTION OF TITLE

3.1 All Products shall remain the property of YQuantum until all amounts owed by the Customer to YQuantum under the applicable Order have been paid in full. Until title to the Products passes to the Customer, the Customer shall: a) store the Products separately from all other goods held by the Customer, so that they remain clearly identifiable as YQuantum's property; b) not remove, alter, deface or obscure any identifying mark or packaging on or relating to the Products; c) maintain the Products in satisfactory condition and insure them

against all risks for their full replacement value on YQuantum's behalf from the date of delivery; d) promptly notify YQuantum if it becomes subject to an insolvency event; and e) give YQuantum such information relating to the Products as YQuantum may require from time to time. Retention of title may be registered in the Swiss Retention of Title Register to ensure enforceability.

4. INSPECTION AND CLAIMS

4.1 If the Customer alleges any defect or deficiency upon delivery, such as the delivery of (an) incorrect (quantity of) Product(s), the Customer must notify YQuantum in writing within **five (5) days** of the date on which the issue was discovered or reasonably should have been discovered, but in any event no later than **two (2) months** after delivery, failing which the Customer's rights shall be fortified. The notice of complaint shall specify the relevant delivery and invoice details, together with all information necessary for YQuantum to assess and verify the complaint.

4.2 Filing of a complaint notice shall not release the Customer from its payment obligations.

4.3 If any of the Products shows a deficiency in respect of which a claim has been lodged in time, YQuantum shall be entitled to repair or replace the defective Products free of charge or refund the amount paid by Customer in relation to the defective Products. The option to be chosen in this respect shall be at the exclusive discretion of YQuantum and the sole remedy of Customer. Customer shall not be entitled to any other compensation for damage or costs incurred. Customer's rights and obligations under Art. 201 et seq. of the Swiss Code of Obligations (OR) remain unaffected.

4.4 Any use of a Product by the Customer shall constitute deemed acceptance of that Product.

5. PRICES AND PAYMENT

5.1 Unless provided otherwise in the Order, all amounts set out in the Agreement are in **Swiss Francs (CHF)** and are exclusive of value added tax and all other taxes, costs, levies and (sur)charges, and exclude costs in respect of requesting and obtaining authorizations, travel expenses and other out-of-pocket expenses, which will be added to each invoice, as applicable.

5.2 YQuantum shall invoice Customer for all fees, charges and expenses payable under the Agreement as specified in the Order. Unless otherwise stated in the Order, no Products shall be delivered by YQuantum, until payment is received in full. Notwithstanding the foregoing, YQuantum reserves the right to require payment in advance, or a payment guarantee acceptable to YQuantum, prior to delivery if it considers such measures necessary in a particular circumstance.

5.3 The Customer shall provide YQuantum with complete and accurate billing information and shall promptly notify YQuantum of any changes to such information as they occur.

5.4 Customer shall pay YQuantum's invoices within **thirty (30) calendar days** of the invoice date via bank transfer to the account specified in the invoice, unless the Order or YQuantum's web shop requires upfront payment by credit card, debit card or another electronic payment method. In case of such upfront payment, the charge will be executed at the time of Order placement. Late payments shall bear interest at **5% p.a.**, in accordance with Swiss statutory provisions, calculated from the due date until receipt of full payment. In addition, YQuantum is entitled to recover all reasonable costs and expenses of collection, including attorney fees.

5.5 Upon the Customer's request, the Parties may agree that specific individual Orders for Products be invoiced to a relevant affiliate of the Customer. In such case, the Customer acknowledges and agrees that it shall remain jointly and severally liable for the timely payment of all such invoices.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 For the purpose of the Agreement, "Intellectual Property Rights" means patents, trademarks, design rights, copyrights and moral rights, utility models, rights in know-how, trade secrets and other intellectual property rights, whether registered or unregistered, including any applications for registration thereof, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

6.2 Except as expressly provided in the Order, nothing in the Agreement shall transfer, assign, license or otherwise grant any Party any right or interest in the other Party's Intellectual Property Rights.

6.3 YQuantum and/or its relevant licensor(s) are and remain the owner of all Intellectual Property Rights in (i) all Products and (ii) the technology and processes pertaining to the development and manufacturing of Products, as well as, in respect of (i) and (ii), in any new features, customizations, add-ons, modifications, improvements, updates, enhancements and derivative works thereof (collectively: "YQuantum IP"), and Customer will acquire no rights in such Intellectual Property Rights.

6.4 The Customer shall respect the YQuantum IP and shall not, whether directly or indirectly, and whether alone or in collaboration with any third party: a) seek any form of Intellectual Property Rights protection, or file or support any application for such protection, in any jurisdiction with respect to any element of the YQuantum IP; b) reverse engineer, decompile, disassemble, or otherwise analyze the Products by any means - including, without limitation, delayring, imaging, circuit extraction, or any other technique - to obtain knowledge of their design, architecture, composition, functionality, or the underlying production processes; or c) alter, remove, or obscure any indications of origin of YQuantum or of its third-party suppliers (including trademarks, logos, and trade names) affixed to or displayed on the Products, without YQuantum's prior written consent.

6.5 In the event of a breach by Customer of section 6.4, Customer shall owe YQuantum, without a notice of default being required, an immediately payable penalty of **fifty thousand Swiss Francs (CHF 50,000.-) per incident**. Payment of the penalty does not release the Customer from its obligations under this section. YQuantum's right to claim further damages exceeding the amount of the penalty and its right to seek specific performance remain explicitly reserved.

6.6 The Customer shall promptly notify YQuantum upon becoming aware of any claim that a Product, or any element thereof, infringes the Intellectual Property Rights of a third party. The Customer shall permit YQuantum to conduct all negotiations and litigation to resolve such claim, shall not make any admission regarding the claim without YQuantum's prior written consent, and shall, at YQuantum's written request, immediately cease all use of the Product or any relevant elements thereof.

6.7 If Products or any elements thereof are alleged to, or are held to, constitute an infringement of the Intellectual Property Rights of a third party, then YQuantum may do any or all of the following, at its own option and sole discretion: a) make all reasonable attempts to procure for Customer the right to continue using the allegedly infringing elements; or b) modify or replace the allegedly infringing elements so as to avoid the infringement. YQuantum's obligations under this section 6.7 shall constitute Customer's sole remedy in relation to any infringement claims made in relation to any Products, or any elements thereof.

6.8 YQuantum shall have no obligations under section 6.7 if Customer has not met its obligations under section 6.6 in full or if the (alleged) infringement is caused by (i) any use of the Products by Customer or third parties in breach of the conditions of this Agreement, or (ii) any use of the Products in combination with equipment, software or other devices not supplied by YQuantum, or (iii) any use of the Products in any manner for which they were not designed.

6.9 Nothing in the Agreement shall restrict or prevent YQuantum from independently developing, improving, or commercializing products, technologies, or systems that are similar to, or compete with, the Products.

7. LIABILITY

7.1 For the purposes of the Agreement, "Losses" means any and all losses, damages, costs, fines, penalties, expenses (including legal fees), and any other liabilities of any kind, whether foreseeable or not.

7.2 No Party shall be liable, whether in contract, tort (including negligence), misrepresentation, or otherwise, for any indirect or consequential Losses, for any exemplary, special, or punitive damages, or for any loss of profits, goodwill, production, revenue, business opportunity, or anticipated savings, arising out of or in connection with the Agreement.

7.3 The total cumulative liability of YQuantum for any Losses incurred by Customer under or in connection with any Order, whether for negligence, breach of contract, tort, misrepresentation, indemnification or otherwise, shall be limited to an amount equal to the lower of (i) one time the amounts paid and the amounts due by Customer under the Order giving rise to liability or (ii) an amount of **fifty thousand Swiss Francs (CHF 50,000)**.

7.4 The exclusions and limitations of liability set forth in this Section 7 shall not apply to any liability arising from a Party's (or its directors' or employees') willful misconduct, fraud, or gross negligence.

8. INDEMNITY AND COMPLIANCE

8.1 Customer shall indemnify YQuantum and its affiliates against all claims of third parties for compensation of Losses caused by or otherwise associated with any Products, including, but not limited to, claims that have been filed against YQuantum in its capacity as producer of the Products based on any rule of product liability in any country, unless the damage is caused by intent or gross negligence of YQuantum.

8.2 The Customer warrants that it will comply with all applicable international, federal, national, state, provincial, or local laws, regulations, orders, statutes, administrative rules or treaties, judgments, court orders, codes of conduct (whether or not binding), guidance, or any other requirements of any relevant governmental or regulatory authority (collectively, "Applicable Law") as they apply from time to time in Switzerland or any other jurisdiction relevant to its business. The Customer warrants that it shall not directly or indirectly: a) provide any Products to any person, country or region in violation of Applicable Law; b) provide Products to customers who may use them for military or nuclear applications; or c) provide any goods or services in combination with the Products, or connecting any products or services to the Products, where this would in YQuantum's reasonable opinion (i) violate YQuantum's business values or (ii) deteriorate YQuantum's reputation.

8.3 The Customer shall actively monitor Applicable Law and shall promptly notify YQuantum in writing of any relevant changes that may affect the Agreement. The Customer shall indemnify and hold harmless YQuantum and its affiliates from any Losses arising from a breach of Applicable Law or from a breach of any of the Customer's obligations under Section 8.2.

9. CONFIDENTIALITY

9.1 For the purposes of the Agreement, "Confidential Information" means: the contents of this Agreement; any information, in any form, relating to the YQuantum IP or to any services provided under the Agreement; the business or operations of YQuantum or the Customer; and any other information, in any form, disclosed by or on behalf of a Party in confidence, or which, by its nature, ought reasonably to be regarded as confidential.

9.2 Each Party shall, during the term of the Agreement and for a period of **five (5) years** thereafter, keep the Confidential Information of the other Party strictly confidential and shall not disclose such Confidential Information to any third party without the prior written consent of the other Party.

9.3 Section 9.2 does not prevent a Party to disclose information, which: a) was already in its possession without an obligation of confidentiality at the time of disclosure; b) was already in the public domain at the time of disclosure, except as a result of a breach of the Agreement; c) is required to be disclosed to potential business partners, their legal counsel, professional consultants, accountants, banks, financing sources and/or their respective advisors, within the context of a potential co-operation or acquisition, provided that only the Agreement itself may be disclosed; or d) is required to be disclosed by Applicable Law or the rules of a relevant stock exchange, provided that the disclosing Party promptly notifies the other Party of its requirement to disclose, and co-operates with the other Party in avoiding or limiting the disclosure.

9.4 Each Party shall: a) use the Confidential Information solely for the purpose of performing its obligations or exercising its rights under the Agreement; b) only make Confidential Information available to staff, subcontractors and/or – in case of a disclosure pursuant to section 9.3c) – the recipients referred to in that section, on a need-to-know basis, and only after having made sure that each recipient is bound by confidentiality obligations that are at least as strict as those in the Agreement; and c) upon the other Party's first written request, promptly return to the other Party all Confidential Information in its or any of its subcontractors' possession.

9.5 Unless required by Applicable Law, the Customer shall not make any public announcement regarding this Agreement, or the Products and services provided hereunder without the prior written consent of YQuantum.

9.6 In the event of a breach by Customer of this section 9, Customer will owe YQuantum, without a notice of default being required, an immediately payable penalty of **fifteen thousand Swiss Francs (CHF 15.000,-) per incident plus one thousand Swiss Francs (CHF 1.000,-) for each day**, or part thereof, that the incident remains unremedied. The foregoing is without prejudice to YQuantum's other rights and remedies (including right to compensation of Losses and right to specific performance).

10. REGULATORY AND DATA COMPLIANCE

10.1 Each Party shall be responsible for compliance with all Applicable Law applicable to its company and its business.

10.2 Should one or more Products - in relation to specific Orders and/or end-customers - qualify as "dual-use items" under Applicable Law, including but not limited to those designated by the United Nations, the European Union, the United States, or Switzerland, the Customer shall promptly notify YQuantum in writing of all relevant details regarding such Orders and/or end-customers. In such cases, each Party undertakes to comply with all obligations applicable to it under the relevant Applicable Law, including, without limitation, obtaining required authorizations, notifying competent authorities, and maintaining appropriate records.

10.3 YQuantum shall have no obligation to perform any activity under this Agreement in connection with a restricted country or region, or in any circumstance that YQuantum reasonably determines could constitute a violation of Applicable Law, and no such refusal shall give rise to any liability on the part of YQuantum under this Agreement.

10.4 The Customer shall not, directly or indirectly, export, re-export, or otherwise transfer any Products to any country, entity, or individual subject to export controls or sanctions under Applicable Law, including, without limitation, those designated by the United Nations, the European Union, Switzerland, or the United States.

10.5 In the performance of the Agreement, the Parties shall comply with Regulation (EU) 2016/679 (the "GDPR") and, where applicable, with the Swiss Federal Act on Data Protection (FADP) and its implementing ordinances, as amended from time to time.

10.6 Notwithstanding the Parties' obligations under Section 10.4, the Customer acknowledges and agrees that YQuantum shall be entitled to retain and use, both during the term of the Agreement and thereafter, a copy of all feedback and information relating to the Products submitted to YQuantum by or on behalf of the Customer under the Agreement. YQuantum may, for example, use such feedback and information for product improvement, statistical analysis, and the development of new technologies. The Customer agrees that all such feedback and information is provided on a non-confidential basis. The Customer hereby assigns to YQuantum all rights, title, and interest in and to any ideas, enhancements, or other intellectual property arising from such feedback and information, without any entitlement to compensation.

11. FORCE MAJEURE

11.1 If a Party is prevented from, or delayed in, performing any of its obligations under the Agreement due to a Force Majeure Event, then: a) its obligations under the Agreement shall be suspended for the duration of the Force Majeure Event; b) as soon as reasonably possible, and in any event within **five (5) Business Days** of the onset of the Force Majeure Event, the affected Party shall notify the other Party of the nature of the Force Majeure Event, the date and time it commenced, and its likely impact on the Party's ability to perform its obligations under the Agreement; and c) as soon as practicable following the end of the Force Majeure Event, the affected Party shall notify the other Party that the Force Majeure Event has concluded and shall resume performance of its obligations under the Agreement.

11.2 Force Majeure Event means any event or circumstance beyond the reasonable control of the affected Party, including, without limitation, acts of God, acts or omissions of any government or governmental agency, rebellion, insurrection, riot, sabotage, invasion, quarantine, transportation embargoes, internet failures or delays, non-performance or delayed performance by third-party suppliers, labor disputes, epidemics, and natural disasters.

12. TERM AND TERMINATION

12.1 The Agreement shall enter into force on the effective date specified in the Order and shall remain in effect until completion or until terminated by either Party in accordance with this Section 12.

12.2 Either Party shall be entitled to terminate the Agreement, with immediate effect or with effect from a later date at such Party's discretion, in the following events: a) if the other Party is in default of a material obligation; b) if a Force Majeure event (as defined in section 11) affecting the performance of other Party continues for a period of more than thirty (30) days; or c) if an insolvency event has occurred with respect to the other Party.

12.3 In addition, YQuantum shall be entitled to terminate the Agreement, with immediate effect or with effect from a later date at YQuantum's discretion, if: a) in relation to the ownership of Customer, whether directly or indirectly, a person or entity subject to economic sanctions acquires control of Customer or a person or entity becomes related to Customer in such a way that it exposes YQuantum to sanction regime risks; or b) any amounts due to YQuantum by Customer under the Agreement are thirty (30) days or more overdue.

12.4 The Parties hereby waive any right of rescission or cancellation with retroactive effect. The Agreement may only be terminated in accordance with the termination rights set forth in this Section 12.

13. TERMINATION CONSEQUENCES

13.1 On the effective date of termination or expiry of the Agreement: a) each Party shall cease all use of the other Party's Confidential Information and shall remove such Confidential Information from its computer systems and storage media; and b) the Customer shall pay to YQuantum (i) all fees due under the Agreement up to the effective date of termination or expiry, and (ii) all reasonable demobilization costs.

13.2 Termination or expiry of the Agreement shall not affect any Party's accrued rights and obligations up to the effective date of termination or expiry. Notwithstanding such termination or expiry, all rights and obligations of the Parties that by their nature are intended to survive shall remain in full force and effect. This includes, without limitation, the provisions of Sections 7, 8, 9, 10, 12, 13, 14.11, and 15 of these Terms and Conditions.

14. MISCELLANEOUS

14.1 Each Party shall perform, or procure the performance of, all further acts and things, and shall deliver, or procure the execution and delivery of further documents that are required by Applicable Law or are necessary or reasonably desirable to implement the terms of this Agreement.

14.2 Unless agreed otherwise, each Party shall be responsible for all of its own costs and expenses (including but not limited to those of its affiliates) incurred in giving effect to the provisions of section 14.1.

14.3 YQuantum may unilaterally amend the provisions of these Terms and Conditions, provided that such amendments do not materially worsen the Customer's rights or obligations under the Agreement. YQuantum shall notify the Customer at least **two (2) months** prior to the effective date of any such amendments.

14.4 The Agreement sets out the entire understanding between the Parties with respect to the subject matter thereof and supersedes all prior agreements, whether in written or non-written form.

14.5 Except as expressly provided in the Agreement, only a Party or a Party's permitted assignees or successors may enforce the terms of the Agreement.

14.6 Customer waives its right to (i) set off any amounts due by it under the Agreement, and (ii) to suspend its performance under the Agreement.

14.7 Unless expressly stated otherwise in the Order with specific reference to this Section 14.7, all performance dates and other dates set out in the Agreement are non-binding estimates only. YQuantum shall use reasonable efforts to meet such estimated dates.

14.8 For the term of the Agreement and for **one (1) year** thereafter, the Customer is prohibited from directly or indirectly soliciting, recruiting, or attempting to recruit any employees or executives of YQuantum or its affiliates, or from contacting them for the purpose of entering into an employment or service relationship with the Customer or any third party. In the event of a breach of this Section 14.8, the Customer shall, without any notice of default being required, owe YQuantum an immediately payable penalty equal to the higher of (i) **three months' salary** of the respective employee or (ii) **twenty thousand Swiss Francs (CHF 20,000)**, without prejudice to YQuantum's other rights and remedies.

14.9 YQuantum may, upon written notice to Customer, assign the Agreement or any or all of its rights arising out of the Agreement to any of its affiliates, provided that the affiliate shall agree in writing to be bound by the Agreement. Upon such an assignment, YQuantum shall have no further obligations under the Agreement with respect to the rights and obligations so assigned.

14.10 The Customer shall not assign the Agreement or transfer any of its rights under the Agreement to any third party without the prior written consent of YQuantum. Any attempted assignment in violation of this Section 14.10 shall be null and void and of no legal effect.

14.11 Any notice or other formal communication to be given under the Agreement shall be in writing and shall be sent by registered mail to the address of the other Party as well as to the email address of the other Party, at the addresses set out in the Order.

14.12 If any provision of these Terms and Conditions is found to be unenforceable by a court of competent jurisdiction, all remaining provisions shall continue in full force and effect.

15. GOVERNING LAW AND JURISDICTION

15.1 The Agreement, and any disputes, controversies, or claims arising out of or in relation to the Agreement or any subsequent contracts arising therefrom, shall be exclusively governed by and construed in accordance with Swiss law, excluding its conflict-of-law rules.

15.2 Applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.

15.3 All disputes arising out of or relating to this Agreement shall be submitted to the exclusive jurisdiction of the competent courts in the Kanton of Aargau, Switzerland. Alternatively, for cross-border disputes, the Parties may agree to submit the dispute to arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution, with the seat of arbitration in Zurich, Switzerland. Swiss law shall govern the arbitration proceedings.

16. PROFESSIONAL SERVICES

16.1 The provisions of this Section 16 apply where YQuantum provides Professional Services to the Customer. "Professional Services" means all services not covered in Sections 2 through 15 of these Terms and Conditions, including, without limitation, maintenance and support services, training, and consultancy services.

16.2 YQuantum and the Customer shall specify the Professional Services to be provided by YQuantum in the Order or in a separate written document. YQuantum shall invoice the Customer for such Professional Services on a time-and-materials basis in accordance with the applicable rates for Professional Services set out in the Order or in the aforementioned written document.

16.3 If the Order provides that YQuantum will develop one or more Products for the Customer, the Customer acknowledges that the time required for such development may vary and may depend on the Customer or third parties, and that all related costs shall be borne by the Customer. YQuantum will discuss the anticipated timeline and associated costs with the Customer. The development of any such Products shall be at YQuantum's sole discretion, and nothing in this Agreement shall be construed as an obligation for YQuantum to develop any requested Product.

16.4 YQuantum's ability to perform the Professional Services is dependent on the Customer, its affiliates, and their third-party suppliers. To enable YQuantum to perform the Professional Services, the Customer shall: a) timely make available personnel with the necessary skills and knowledge; b) provide, in a timely manner, all cooperation, information, data, documentation, materials, and other input reasonably required by YQuantum, and allocate sufficient technical and business resources to support YQuantum; c) make timely decisions, approvals, and instructions when requested by YQuantum; d) obtain all consents and permissions from third parties that may be required for YQuantum to perform its obligations and exercise its rights under the Agreement; e) obtain all consents and permissions necessary for YQuantum to access and use any Customer or third-party systems and networks required for YQuantum's performance under the Agreement, enabling YQuantum to work both on-site and remotely; f) arrange access to, and communication with, the Customer's employees as reasonably required for YQuantum to perform its activities; g) ensure the cooperation and performance of any other suppliers whose involvement is necessary for YQuantum to perform the activities and services set out in the Agreement; and h) fulfil all other obligations imposed on the Customer under the Agreement.

16.5 YQuantum shall be excused from performing its obligations under the Agreement to the extent that Customer, its affiliates, or their third-party suppliers fail to perform any task or meet any obligation on which YQuantum's performance depends, including but not limited to the dependencies set out in section 16.4 above.