

04.06.2018

Confirmed by Saidov D.R. (general director of Eskiz Media Group LLC)

## Full Terms and Conditions (the "Agreement")

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These Terms of Service (the "Agreement") are an agreement between Eskiz Media Group LLC ("IT company Eskiz", Eskiz or "we", "us" or "our") and you ("User" or "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the products and services made available by IT company Eskiz and of the [www.eskiz.uz](http://www.eskiz.uz) website (collectively, the "Services"). By using the Services, you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Services.

### 1. Additional Policies and Agreements

Use of the Services is also governed by the following policies, which are incorporated by reference. By using the Services, you also agree to the terms of the **Privacy Policy**.

Additional terms may also apply to certain Services, and are incorporated by reference herein as applicable. For example, if you register a domain name with us, then the Domain Registration Agreement will also apply to you and would be incorporated herein.

### 2. Eligibility & Registration

By registering for or using the Services, you represent and warrant that: You are sixteen (16) years of age or older. The Services are intended solely for Users who are sixteen (16) years of age or older. Any registration, use of or access to the Services, by anyone under sixteen (16) is unauthorized and is a violation of this Agreement.

If you use the Services on behalf of another party you agree that you are authorized to bind such other party to this Agreement and to act on such other party's behalf with respect to any actions you take in connection with the Services.

It is your responsibility to provide accurate, current, and complete information on the registration forms, including an email address that is different from the domain you are signing up under.

If there is ever an abuse issue or we need to contact you, we will use the primary email address we have on file. It is your responsibility to ensure that the contact information for your account, including any domain accounts is accurate, correct and complete at all times. Eskiz is not responsible for any lapse in the Services, including without limitation, any lapsed domain registrations due to outdated contact information being associated with the domain.

If you need to change your contact information, you may use the IT company Eskiz's Billing panel ([my.eskiz.uz](http://my.eskiz.uz)) to update your contact information. Providing false contact information may result in the termination of your account.

You agree to be fully responsible for all use of your account and for any actions that take place through your account. You are solely responsible for the activity that occurs on your account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents), and for keeping your Account password secure.

We reserve the right to deny any dedicated IP request based on insufficient justification or current IP utilization.

### 3. Eskiz Content

Except for User Content (as defined below), all content available through the Services, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively, "Eskiz Content"), are the proprietary property of IT company Eskiz. Eskiz Content may not be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purpose in any form or by any means, in whole or in part, other than as expressly permitted in this Agreement. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any Eskiz Content. Any use of Eskiz Content, other than as specifically authorized herein, is prohibited and will automatically terminate your rights to use the Services and any Eskiz Content. All rights to use Eskiz Content that are not expressly granted in this Agreement are reserved by IT company Eskiz.

#### **4. Transfers**

Transfers are provided only as a free courtesy service. Our Support Team will make efforts to help you move your website to us. In some cases we may not be able to assist you in a transfer of data from an old host. We do not make any guarantees regarding the availability, possibility, or time required to complete an account transfer. In no event shall Eskiz be held liable for any lost or missing data or files resulting from a transfer to or from Eskiz. You are solely responsible for backing up your data in all circumstances.

#### **5. User Content**

You may be able to upload, store, publish, display and distribute information, text, pictures, videos and other content on the Services (collectively, "User Content"). User Content includes any content posted by you or by users of any of your websites hosted through the Services ("User Websites"). You are solely responsible for any and all User Content and any transactions or other activities conducted on or through User Websites. By posting or distributing User Content on or through the Services, you represent and warrant that you have all the necessary rights to post or distribute such User Content, and your posting or distribution of such User Content does not infringe the rights of any third party.

Solely for purposes of providing the Services, you hereby grant to Eskiz a non-exclusive, royalty-free, worldwide right and license to: use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute User Content; and make archival or back-up copies of User Content and User Websites. Except for the rights expressly granted herein, Eskiz does not acquire any right, title or interest in or to the User Content, all of which shall remain solely with you.

IT company Eskiz does not control or monitor and accepts no responsibility for User Content. However, you acknowledge that Eskiz may, but is not required, immediately take any corrective action in Eskiz's sole discretion, including without limitation removal of all or a portion of the User Content or User Websites, and suspend or terminate any and all Services without refund if you violate the terms of this Agreement.

#### **6. Third Party Products and Services**

##### **6.1. Third Party Providers**

IT company Eskiz may offer certain third party products and services. Such products and services may be subject to the terms and conditions of the third party provider. You should confirm the terms of any purchase and the use of goods or services with the specific third party provider with whom you are dealing.

Eskiz does not make any representations or warranties regarding, and is not liable for, the quality, availability, or timeliness of goods or services provided by a third party provider. You undertake all transactions with these third party providers at your own risk. We do not warrant the accuracy or completeness of any information regarding third party providers. IT company Eskiz is not an agent, representative, trustee or fiduciary of you or the third party provider in any transaction.

##### **6.2. IT company Eskiz as Reseller or Licensor**

IT company Eskiz may act as a reseller or licensor of certain third party services, hardware, software and equipment used in connection with the Services ("Non-IT company Eskiz Products"). IT company Eskiz shall not be responsible for any changes in the Services that cause any Non-IT company Eskiz Products to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of Non-IT company Eskiz Products, either sold, licensed or provided by IT company Eskiz to you will not be deemed a breach of IT company Eskiz's obligations under this Agreement. Any rights or remedies you may have regarding the ownership, licensing, performance or compliance of any Non-IT company Eskiz Product are limited to those rights extended to you by the manufacturer of such Non-IT company Eskiz Product. You are entitled to use any Non-IT company Eskiz Product supplied by IT company Eskiz only in connection with your use of the Services as permitted under this Agreement. You shall make no attempt to copy, alter, reverse engineer, or tamper with such Non-IT company Eskiz Product or to use it other than in connection with the Services. You shall not resell, transfer, export or re-export any Non-IT company Eskiz Product, or any technical data derived therefrom, in violation of any applicable law, rules or regulations.

##### **6.3. Third Party Websites**

The Services may contain links to other websites that are not owned or controlled by IT company Eskiz ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties ("Third Party Content"). We are not responsible for any Third Party Sites or Third Party Content accessed through the Services. Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us. If you decide to access Third Party Sites or to access or use any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable third party's terms and policies, including privacy and data gathering practices of any website to which you navigate.

## **7. Account Security.**

It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of the installation method. When at all possible, set permissions on most directories to 700 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as user name and password. You are required to use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. The Services, including all related equipment, networks and network devices are provided only for authorized customer use. Eskiz may, but is not obligated to, monitor our systems, including without limitation, to ensure that use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. By using the Services, you consent to monitoring for these purposes. Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of your direct control requires the express written consent of the third party. Eskiz may, at our discretion, request documentation to prove that your access to a third party network or system is authorized. Any account which causes us to receive an abuse report may be terminated and/or have access to services suspended. If you do not remove malicious content from your account after being notified by Eskiz of an issue, we reserve the right to leave access to services disabled. Eskiz reserves the right to migrate your account from one data center to another in order to comply with applicable data center policies, local law or for technical or other reasons without notice.

## **8. Compatibility with the Services**

You agree to cooperate fully with IT company Eskiz in connection with Eskiz's provision of the Services. It is solely your responsibility to provide any equipment or software that may be necessary for your use of the Services. To the extent that the performance of any of our obligations under this Agreement may depend upon your performance of your obligations, Eskiz is not responsible for any delays due to your failure to timely perform your obligations.

You are solely responsible for ensuring that all User Content and User Websites are compatible with the hardware and software used by IT company Eskiz to provide the Services, which may be changed by Eskiz from time to time in our sole discretion. You are solely responsible for backing-up all User Content, including but not limited to, any User Websites. Eskiz does not warrant that we back-up any User Content, and you agree to accept the risk of loss of any and all User Content.

## **9. Billing and Payment Information**

### **9.1. Prepayment.**

It is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree to pay for the Services in advance of the time period during which such Services are provided.

### **9.2. Autorenewal.**

Unless otherwise provided, you agree that until and unless you notify IT company Eskiz of your desire to cancel the Services, you will be billed on an automatically recurring basis to prevent any disruption to your Services, using your credit card or other billing information on file with us.

### **9.3. Taxes.**

Listed fees for the Services include any applicable sales or other taxes imposed by any taxing authority.

### **9.4. Late Payment.**

All invoices must be paid within seven (7) days of the invoice due date. Any invoice that is outstanding for more than seven (7) days may result in the suspension or termination of Services. Access to the account will not be restored until payment has been received. If you fail to pay the fees as specified herein, IT company Eskiz may suspend or terminate your account. IT company Eskiz will not activate new orders or activate new packages for customers who have an outstanding balance on their account. If no payments more than 7 days the all User Content may be deleted.

### **9.5. Domain Payments.**

It is solely your responsibility to notify Eskiz's Billing department via a support ticket created from <http://help.eskiz.uz> after purchasing a domain. Domain renewal notices are provided as a courtesy reminder and IT company Eskiz is not responsible for a failure to renew a domain or a failure to notify a customer about a domain's renewal. Domain renewals are billed and renewed from 60-7 days before the renew date.

### **9.6. Fraud.**

It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, electronic checks, or any other payment method. IT company Eskiz may report any such misuse or fraudulent use, as determined in Eskiz's sole discretion, to governmental and law enforcement authorities, credit reporting services, financial institutions and/or credit card companies.

## **9.7. Invoice Disputes.**

You have ninety (90) days to dispute any charge or payment processed by IT company Eskiz. If you have any questions concerning a charge on your account, please reach out to our billing department for assistance.

## **10. Cancellations and Refunds**

Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, canceled and signed up again, or if you have opened a second account with us, you will not be eligible for a refund. Violations of this Agreement will waive your rights under the refund policy. There are no refunds on domain registration, SSL and sms services.

## **11. Cancellation Process.**

You may terminate or cancel the Services by giving IT company Eskiz by sending a request via the ticket system in the Control Panel - <https://help.eskiz.uz>. We require all cancellations to be done through the online form in order to (a) confirm your identity. All user data will be deleted 10 days after the refusal of services. Domain renewals are billed and renewed 60-30 days before the renewal date. It is your responsibility to notify Eskiz's Billing department via a support ticket created from <https://help.eskiz.uz> to cancel any domain registration at least thirty (30) days prior to the renewal date. No refunds will be given once a domain is renewed. All domain registrations and renewals are final.

## **12. Currencies refund.**

Exchange rate fluctuations for international payments are constant and unavoidable. All refunds are processed in Dollar and will reflect the exchange rate in effect on the date of the refund. All refunds are subject to this currency fluctuation and IT company Eskiz is not responsible for any change in exchange rates between the time of payment and the time of refund.

## **13. Termination**

IT company Eskiz may terminate your access to the Services, in whole or in part, without notice in the event that:

- 1) you are not able to pay for services;
- 2) you violate this Agreement;
- 3) your actions may harm IT company Eskiz or other users of Eskiz, as determined by Eskiz in our sole discretion;

In such event, IT company Eskiz shall not refund to you any fees paid in advance of such termination, and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such termination. Additionally, IT company Eskiz may charge you for all fees due for the Services for the remaining portion of the then current term. Upon termination of the services for any reason, User Content may be deleted.

## **14. Limitations on usage CPU, RAM and Disk**

All use of hosting space provided by IT company Eskiz is subject to the terms of this Agreement and the Acceptable Use Policy.

### **14.1. Permitted CPU**

The following limits shall be introduced on the IT company Eskiz's equipment:

- maximal number of simultaneous processes handling requests per domain is 30;
- maximal number of simultaneous opened files per process is 32;
- maximal operation of the random access memory is 128Mb per process;
- maximal number of simultaneous connections with MySQL DB server is 100;
- maximal size of a mail message is 50Mb;
- maximal size of a file is 256Mb to be transmitted through a POST inquiry

The above limits can differ depending on the specific equipment provided by the Contractor to the Customer, though at least the same.

Eskiz expressly reserves the right to review every shared account for excessive usage of CPU, disk space and other resources that may be caused by a violation of this Agreement or the Acceptable Use Policy.

Eskiz may, in our sole discretion, terminate access to the Services, apply additional fees, or remove or delete User Content for those accounts that are found to be in violation of Eskiz's terms and conditions. Dedicated usage is limited by the resources allocated to the specific plan that you have purchased.

## **15. Permitted mail usage**

### **15.1. SPAM**

- a) Spam distribution using the Contractor's equipment shall be prohibited;
- b) Passive Spam, i.e. Spam distribution other than using the Eskiz's equipment though containing a link to the Eskiz's site shall be prohibited.

## **16. Bandwidth Usage**

Shared servers are not limited in their bandwidth allowance. Unlimited bandwidth usage is not available for dedicated, which are subject to the terms of the plan you purchased.

## **17. Uptime Guarantee**

If your shared server has a physical downtime that falls short of the 99.9% uptime guarantee, you may receive one (1) month of credit on your account within five (5) days of the end of the month for which you are requesting a credit. This uptime guarantee does not apply to planned maintenance. Approval of any credit is at the sole discretion of IT company Eskiz and may be dependent upon the justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability.

## **18. Price Change**

IT company Eskiz reserves the right to change prices or any other charges at any time. We will provide you with at least thirty (30) days notice before charging you with any price change on any annual or longer term plans. It is your sole responsibility to periodically review billing information provided by IT company Eskiz through the user billing tool or through other methods of communication, including notices sent or posted by IT company Eskiz.

## **19. Limitation of Liability**

IN NO EVENT WILL IT COMPANY ESKIZ ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, OR ANY USER CONTENT, USER WEBSITES OR OTHER MATERIALS ACCESSED OR DOWNLOADED THROUGH THE SERVICES, EVEN IF HOSTGATOR IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IT COMPANY ESKIZ'S LIABILITY TO YOU, OR ANY PARTY CLAIMING THROUGH YOU, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO HOSTGATOR FOR THE SERVICES IN THE THREE (3) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

## **20. Indemnification**

You agree that you shall fully defend and indemnify IT company Eskiz, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines penalties, costs and expenses, attorneys' fees, arbitration fees, mediation fees, expert expenses, and all other consequences of every kind, directly or indirectly resulting from any and all failure(s) of you or your agent(s) to fully comply with all duties, obligations and other provisions set forth in this Agreement, including, but not limited to, your violation of a third party's intellectual property rights. You further agree to defend, indemnify and hold harmless IT company Eskiz, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from and against any and all claims, demands, actions, suits, loses, liabilities, damages, injuries, fines, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of any property damage or recoverable economic loss incurred by a third party, to the extent such damage or loss is caused by any act or omission of you or your agents in connection with the performance of this Agreement. You agree that IT company Eskiz shall have the right to participate in the defense of any such claim through counsel of its own choosing at your expense.

## **21. Independent Contractor**

IT company Eskiz and User are independent contractors and nothing contained in this Agreement places IT company Eskiz and User in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

## **22. Governing Law; Jurisdiction**

Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed negotiation. If such agreement cannot be reached, then the dispute must be submitted to the Vienna arbitration. The



decision of the Vienna arbitration court is final for both Parties. The arbitration fee is imposed on the Respondent Party in proportion to satisfied claims and on the side of the plaintiff in proportion to the part requirements, which claim is not satisfied.

### **23. Disclaimer**

IT company Eskiz shall not be responsible for any damages your business may suffer. IT company Eskiz makes no warranties of any kind, expressed or implied for the Services. IT company Eskiz disclaims any warranty of merchantability or fitness for a particular purpose, including loss of data resulting from delays, delivery failures, wrong deliveries, and any and all service interruptions caused by IT company Eskiz or our employees.

### **24. Backups and Data Loss**

Backups are provided only as a free courtesy service. Your use of the Services is at your sole risk. Eskiz's backup service runs once a day and overwrites the most later version of backups. Only one week of backups are kept at a time. This service is provided only to shared and reseller accounts as a courtesy and may be modified or terminated at any time at Eskiz's sole discretion. IT company Eskiz does not maintain backups of dedicated accounts.

IT company Eskiz is not responsible for files and/or data residing on your account. You agree to take full responsibility for all files and data transferred and to maintain all appropriate backup of files and data stored on Eskiz's servers.

### **25. Limited Warranty**

THE IT COMPANY ESKIZ SERVICES AND IT COMPANY ESKIZ SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT THE USE OF THE IT COMPANY ESKIZ SERVICES IS AT YOUR SOLE RISK. IT COMPANY ESKIZ DOES NOT WARRANT THAT THE IT COMPANY ESKIZ SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES IT COMPANY ESKIZ MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE IT COMPANY ESKIZ SERVICES. NO WARRANTY IS MADE BY IT COMPANY ESKIZ REGARDING ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THIS AGREEMENT, AND IT COMPANY ESKIZ HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: (1) ANY WARRANTIES AS TO THE AVAILABILITY, QUALITY, QUANTITY, OR CONTENT OF SERVICES OR GOODS PROVIDED TO YOU HEREUNDER, INCLUDING BUT NOT LIMITED TO YOUR SERVICES AND YOUR WEB SITE; AND (2) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT COMPANY ESKIZ DOES NOT GUARANTEE THAT ANY CONTENT, INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE THROUGH THE IT COMPANY ESKIZ SERVICES WILL BE FREE OF VIRUSES, "WORMS", "TROJAN HORSES", OR OTHER HARMFUL COMPONENTS. YOU AGREE AND ACKNOWLEDGE THAT NO REPRESENTATIONS OF ANY KIND HAVE BEEN MADE TO YOU REGARDING THE POTENTIAL VOLUME OF PATRONAGE OF YOUR WEB SITE OR ANY OTHER PERSON'S OR ENTITY'S WEB SITE OR WEB PAGE.

### **26. Disclosure to Law Enforcement**

IT company Eskiz may disclose User information to law enforcement agencies without further consent or notification to the User upon lawful request from such agencies. We cooperate fully with law enforcement agencies.

### **27. Entire Agreement.**

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and cancels all other prior agreements, discussion, or representations, whether written or oral. No officer, employee or representative of IT company Eskiz or you has any authority to make any representation or promise in connection with this Agreement or the subject matter thereof which is not contained expressly in this Agreement, and IT company Eskiz and you hereby acknowledge and agree that neither IT company Eskiz nor you have executed this Agreement in reliance upon any such representation or promise.

### **28. Modification.**

This Agreement may be materially altered by IT company Eskiz by posting the new version of the Agreement at <https://eskiz.uz> and if posted in this manner, shall be effective immediately upon posting such notice. In the event that IT company Eskiz does materially change the terms of this Agreement, you accept and shall be bound by such changed terms unless you opt to terminate the Agreement within thirty days of the posting of notice of such change.

You may not modify this Agreement, in whole or in part, and any such modification or attempt to modify shall not be enforceable unless reduced to writing and signed by a duly authorized representative of IT company

Eskiz. No additional or conflicting term in any other document used by you will have any legal effect.

### **29. Severability**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included. The invalidity or unenforceability of any provision(s) of this Agreement shall not affect the validity or enforceability of any other provision.

### **30. Waiver**

Failure of IT company Eskiz at any time to enforce any of the specific provisions of this Agreement shall not preclude any other or further enforcement of such provision(s) or the exercise of any other right hereunder. No waiver of a breach of this Agreement shall be valid unless made in writing and signed by duly authorized representative of IT company Eskiz.

### **31. Assignment; Successors**

You may not assign or transfer this Agreement or any of your rights or obligations hereunder, without the prior written consent of IT company Eskiz. Any attempted assignment in violation of this Agreement shall be null and void and of no force or effect whatsoever. IT company Eskiz may assign our rights and obligations under this Agreement, and may engage subcontractors or agents in performing our duties and exercising our rights hereunder, without the consent of User. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

### **32. Force Majeure**

Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.