Schedule - 3: Custom Terms and Conditions

1. If the Agreement involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of $100,000 or more, and if Seller is a company with ten (10) or more employees, then Seller certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of the Agreement. In this Paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.
2. As a Missouri public Corporation, Buyer is subject to constitutional and statutory limitations on its ability to enter into certain contractual terms and conditions, including but not limited to: those related to Buyer’s indemnification of other parties; confidentiality requirements; liability for other parties’ acts or omissions; disclaimers and limitations on other parties’ liability; liens on Buyer property; liquidated damages; waivers, disclaimers and limitations on legal rights and remedies; granting control of litigation or settlement to other parties; and payment of other parties’ attorney fees or court costs (collectively, “Limitations”). Terms and Conditions of the Agreement relating to the Limitations will only be binding on Buyer to the extent permitted by Missouri law and without waiving sovereign immunity.