MARCO'S RELATIONSHIP AGREEMENT

THIS RELATIONSHIP AGREEMENT ("Agreement") is entered into by and between **MARCO TECHNOLOGIES, LLC** with a principal place of business at **4510 HEATHERWOOD ROAD, ST. CLOUD, MN** ("Marco") and the legal entity identified in any order ("Client") (individually, "Party," and collectively, "Parties"). If Client does not accept and comply with this Agreement, it may not place an order or use the Products.

This Agreement governs Marco's relationship with Client for the provision of services ("Services"), Equipment and other goods ("Equipment"), Software ("Software") and Incidentals (collectively, "Products") described in certain agreements between the Parties (collectively, "Product Agreement"). Product Agreements include, Schedule(s) of Products ("SOP"), proposals, service tickets, and, as applicable, any schedules, exhibits, Change Orders, and Service Level Agreements ("SLA") to any Product Agreement. This Agreement is incorporated by reference and made part of any Product Agreement between the Parties. In the event of an express conflict between or among the provisions of this Agreement and any Product Agreement, the inconsistency shall be resolved by giving precedence in the following order: (1) the Product Agreement but solely with respect to the Products covered by that Product Agreement; and (2) this Agreement.

1   Purchases, Prices and Payment.

1.1   Marco agrees to provide and Client agrees to purchase, lease or license (as applicable) the Services and Equipment (as applicable), as well as License(s) (as defined in the Product Agreement(s)) for any Software at the price stated in the SOP ("Price"). Client shall pay Marco's then prevailing rates for any Incidentals as defined in the Product Agreement. Marco's right to increase the Price to Client is set forth in each Product Agreement ("Price Increase").

1.2   Client shall pay all invoices within thirty (30) days of the invoice date. Client shall pay a late fee of 1.5 percent (or the highest rate permitted by law) per month on any amounts not paid in a timely manner. Client shall pay for all costs and expenses, including reasonable attorney and expert fees, incurred by Marco in enforcing its rights for payment under this Agreement and any Product Agreement. Client shall pay all sales, use, excise, value added or other taxes; duties, levies or fees assessed by any government or other authority resulting from its relationship with Marco under this Agreement and any Product Agreement, except for taxes imposed on Marco's income. Shipping and handling fees may apply. Marco reserves the right to cancel orders arising from pricing or other errors. Client shall not withhold any Marco Property (defined below) or payment due under this Agreement, any Product Agreement, or any other agreement or purchase order with Marco, for set off or reduction for any purpose whatsoever.

1.3   In the event Client disputes any portion of an invoice in good faith, Client shall pay the undisputed portion of the invoice by the date the invoice is due and shall submit to Marco a written explanation for the disputed amount, setting forth with specificity Client's grounds for such dispute. Client must submit its written dispute to Marco within thirty (30) days of receipt of the invoice or such dispute shall be deemed waived and invoices shall be deemed correct. In the event that the dispute is resolved against Client, Client shall pay all outstanding amounts plus interest at the rate referenced in, and calculated in accordance with, subsection 1.2 above.

1.4   If Client and Marco enter into a lease relating to any Products provided by Marco (a "Product Lease"), Client's obligations with respect to the lease of such Products shall be solely governed by the Product Lease.

2   Marco Property. In addition to the Products, Marco may place at Client's site or otherwise provide equipment, other goods, materials/supplies and/or similar items, software, information and Intellectual Property (defined below) owned by Marco or a third party, for the purposes of carrying out a Product Agreement (collectively, "Marco Property"). Such placement or provision of Marco Property shall not create any rights of ownership in Client or any third party. Client shall use reasonable care with Marco Property, but no less care than Client uses with respect to its own property. Client shall protect Marco Intellectual Property (defined below) from infringement, misappropriation or other violation and/or damage. Client shall return Marco Property upon Marco request and in accordance with the requirements under the section titled, **Effect of Termination or Expiration**, below.

3   Client Equipment. In the course of a Product Agreement, certain parts, materials, equipment, computers, software, operating systems, switches, routers, drives, firewalls, databases, backup systems, networks, internet connectivity, information and other items owned by Client, or provided by a third party to Client, will be used or required for the effective and efficient provision or use of the Products ("Client Equipment"). Client agrees to maintain Client Equipment in good working order and repair, and in compliance, with applicable law and industry standards for the effective and efficient provision and use of the Products. If the Parties agree that certain Client Equipment will be removed in order for Marco to provide, and Client to use, the Products in an effective and efficient manner, Client shall not reinstall or redeploy such items.

4   Use. Client agrees not to use or permit third parties to use the Product(s) and Marco Property, for any illegal purpose, or to achieve any kind of unauthorized access, such as to any computer systems, software, data, real, personal, or Intellectual Property, or other copyright or patent protected material. Client agrees not to interfere with other clients' use of Marco provided services, equipment, other goods, or software and not to disrupt the Marco network, connectivity, infrastructure or other services whether provided directly by Marco or through Marco suppliers or contractors. Marco authorizes Client's use of the Products and any Marco Property subject to the terms of this Agreement and the Product Agreement(s) and conditioned on Client's performance of its obligations thereunder. This authorization is nontransferable. Client shall access and use (and shall cause its Representatives (as defined below) to access and use) the Products and Marco Property ONLY: a) as permitted by, and in accordance with its obligations under this Agreement, the applicable Product Agreement, and any Licenses; b) for their intended purposes; c) in a manner which prevents negligent error and violation of any contractual obligation of Client; d) as permitted by, and in accordance with, the specifications of the manufacturer, publisher, or vendor of the Products; e) in a commercially reasonable manner for its own internal business; f) in a manner that does not violate any Intellectual Property right of Marco or any third party; g) for legitimate and lawful business purposes; and h) as permitted by law. Client shall not alter, modify, tamper with, make derivative works from, license, distribute, rent, lend, publish, reverse engineer, decode, resell, export, sublease, or attempt to derive the source code of or reproduce the Products or Marco Property. Client shall take all reasonable action necessary to stop the violation or threatened violation of this Section and cause its Representatives to be bound by and comply with this Section. Violation of any part of this Section is grounds for Marco's immediate termination of this Agreement and/or all Product Agreements in addition to any other rights or remedies Marco may have in law or equity.

5   Client Content. Client acknowledges that Marco exercises no control whatsoever over the content of the information passing through Client's equipment, network, and sites and that it is the sole responsibility of Client to ensure that the information it and its Representatives or any third party transmit(s) and receive(s), is for legitimate business purposes and complies with all applicable laws and regulations. Client represents and warrants (i) that it fully complies with the General Data Protection Regulation

("GDPR"); (ii) that it does not provide any personal data of European ("EU") residents to Marco; and (iii) that, if it does provide any personal data of an EU resident to Marco, Client has obtained the personal data from the data subject for a lawful purpose and in accordance with the requirements of the GDPR. To the extent any personal data of any EU resident is provided to Marco, Client shall identify such data for Marco and understands that such personal data will be stored and processed on servers based in the United States.

6   **Internet Services Provider**. Unless otherwise indicated in a Marco Product Agreement, Marco is not Client's Internet Services Provider (ISP). At times, actions or inactions of third parties can impair or disrupt Client's connections to the Internet (or portions thereof). Marco cannot guarantee that such events will not occur. Accordingly, Client is solely responsible for all Losses (as defined below) resulting from or related to such event.

7   **Backup.** Unless otherwise agreed in a Marco Product Agreement, Marco's provision of the Products does not replace the need for Client to maintain reliable, regular data backups and redundant archives ("Reliable Backup"). Client shall maintain such Reliable Backup during the Term and any Renewal Term of this Agreement and any Product Agreement.

8   **Software Licenses and Other Agreements**. Client shall enter into, maintain, comply with and be bound by such licenses, agreements or other prerequisites of third party software publishers/ vendors or equipment manufacturers for the Products (collectively, "Licenses"). Unless expressly provided otherwise in a Product Agreement, Client understands that Marco does not have or ever take title to any Software and that Client has the sole responsibility to manage its ownership and use of the Software including complying with any License terms, retaining copies of License agreements and other ownership documentation, monitoring License renewal and expiration dates, and renewing or terminating such Licenses.

9   **Warranty**. Marco represents and warrants that it will provide the Services in a good and workmanship-like manner and that the Services will meet any applicable generally accepted industry standards. Client shall also be entitled to any warranty, which is extended to Marco by the Equipment manufacturer or Software publisher/vendor, and assigned by Marco to Client, in connection with this Agreement and the applicable Product Agreement. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, MARCO PROVIDES ALL THE PRODUCTS, MARCO PROPERTY AND REPAIRS "AS IS." MARCO DOES NOT PROVIDE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF ANY KIND RELATING TO THE PRODUCTS, MARCO PROPERTY AND REPAIRS, EXPRESS OR IMPLIED, STATUTORY OR OTHER, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT AND ALL WARRANTIES WHICH ARISE FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CLIENT ACKNOWLEDGES AND AGREES THAT NO TECHNOLOGY IS FOOLPROOF OR IMMUNE FROM ATTACK. MARCO CANNOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE PRODUCTS, MARCO PROPERTY, THE REPAIRS, OR ANY RESULTS OR USE THEREOF WILL OPERATE WITHOUT INTERRUPTION, SECURELY, ERROR FREE, WITHOUT DEFECT, FREE OF HARMFUL CODE, THIRD PARTY DISRUPTION OR THAT MARCO WILL CORRECT ALL DEFECTS. No statement or writing of any Marco officers, directors, employees, agents or contractors (collectively, "Representatives") will create any warranty or obligation whatsoever not set forth in this Section.

10   **Incidental Services and Goods.** Client may request that Marco perform services or provide goods outside the scope of a Product Agreement or not meeting the Minimum Specifications ("Incidentals"). Marco may provide the Incidentals in its sole discretion. Such Incidentals are not part of the Price. Client shall

pay Marco's then prevailing prices for Incidentals, including but not limited to: time, materials and labor, which shall be charged at a minimum of fifteen (15) minutes for each request. Marco shall respond to each Incidental requested on a onetime occasion limited to thirty (30) minutes. Marco provides any Incidentals "AS IS," in accordance with the Agreement AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND as a courtesy to Client. Client's purchase and Marco's provision of any Incidentals is subject to all of the Client obligations, but none of its rights, and all of the Marco rights, but none of its obligations, under this Agreement.

11 **Defects.** Marco shall have no liability for any malfunction, deficiencies or defects (collectively, "Defects") on any Equipment, Software, Incidentals or Losses resulting from such Defects. Unless otherwise expressly stated in a Product Agreement, any and all rights or remedies Client may have regarding the ownership, licensing, performance, specification, legal or other compliance or warranty of the Equipment, Software or Incidentals, are limited to those rights set forth under the section titled, **Warranty**, and subject to the limitations of liability in this Agreement and the applicable Product Agreement.

12 **Intellectual Property.** Each Party is, and shall remain, the exclusive owner of its intellectual property (including patents, trademarks, copyrights, trade secrets, works of authorship, inventions and other proprietary information) (collectively, "Intellectual Property") and Confidential Information (defined below), whether existing prior to or following the Effective Date of this Agreement. Marco hereby grants Client a non-exclusive, royalty-free license during the Term of this Agreement to use Marco Intellectual Property disclosed to it solely and only to the extent necessary for using the Services and Equipment. Except as provided herein, nothing in this Agreement or any Product Agreement shall be construed as transferring the rights to ownership or use of either Party's Intellectual Property or Confidential Information to the other Party, its Representatives or any third party.

13 **Confidential Information.** Each Party shall maintain the confidentiality of and use Confidential Information disclosed to the other only for carrying out its rights and performing its obligations under this Agreement and the applicable Product Agreement (s). The Party receiving the disclosing Party's Confidential Information shall disclose it only to its Representatives who need to know the information in order to carry out this Agreement and the applicable Product Agreement (s). The Party receiving Confidential Information shall cause its Representatives to be bound by and comply with this Section and shall be liable to the disclosing Party for such Representatives' noncompliance. Confidential Information includes, but is not limited to, trade secrets; technology; financial information; pricing; know how; business plans; client lists; works of authorship; inventions; research and development; and any information disclosed in any manner which is marked "Confidential" or a like designation, is disclosed in circumstances of confidence, or should be understood by the receiving Party, using commercially reasonable care, to be confidential. As to Marco, Confidential Information also includes information in any form about Marco: Products and their applications; policies, practices, and procedures for providing Products; operations; network; systems; facilities; and suppliers ("Marco Sensitive Information"). Notwithstanding anything in this paragraph to the contrary, Client shall not have the right to disclose to any third party any Marco Sensitive Information without a separate specific written consent signed by a member of Marco's executive management. Confidential Information does not include information that a) was known or possessed by the receiving Party before receipt from the disclosing Party; (b) is or becomes a matter of public knowledge through no breach of this Agreement; (c) is lawfully available or received from a third party without confidentiality obligation; (d) is authorized to be disclosed by a third party with the right to do so; (e) is independently developed by the receiving Party without the use of the disclosing Party's Confidential Information; or (f) is required by law to be disclosed by the receiving Party, provided that the receiving Party shall give the disclosing Party immediate written notice of any

efforts to compel disclosure and reasonable assistance in obtaining an order or other relief protecting the Confidential Information.

14   **Compliance with Laws.** Each Party agrees to comply with all laws, ordinances, regulations and rules applicable to it relating to this Agreement and any Product Agreement. Client shall not resell, transfer or export any of the Products, or any data derived therefrom, in violation of any United States or foreign law, including export laws.

15   **Communication and Notices.** Notices, requests and consents under this Agreement including requests for termination of Services under any Product Agreement shall be provided in writing to the Parties at the address(es) provided below, or to such other address(es) as is provided in writing and are effective upon personal delivery; or three (3) days' after posting by certified mail, return receipt requested. In the case of Client, notices requesting termination of Services shall be sent to contractservices@marconet.com in addition to the mailing addresses below.

MARCO: JONATHAN WARREY, COO
MARCO TECHNOLOGIES, LLC
2625 41ST STREET SOUTH
FARGO, ND 58401

AND

CONTRACTSERVICES@MARCONET.COM

COPY TO: LEGAL COUNSEL
MARCO TECHNOLOGIES, LLC
4510 HEATHERWOOD ROAD
ST. CLOUD, MN 56301

16   **Indemnification.** Subject to the limitations set forth herein, each Party shall defend, indemnify and hold harmless the other and its Representatives from and against third party (other than an indemnitee affiliate) demands, claims, actions, suits, or similar proceedings ("Claim(s)") for Losses, as defined below, to the extent caused by the indemnifying Party's (a) material breach of this Agreement or any Product Agreement; or (b) negligent, reckless, or willful acts or omissions; or c) allegations that the Services or the use thereof infringe on any U.S. intellectual property right.

Loss or Losses means any and all costs, expenses, damages, liabilities, fees (including reasonable attorney and expert fees), penalties, fines, or judgments of any kind or nature whatsoever. As soon as practicable, the Party requesting indemnification shall notify the indemnifying Party of its potential right to defense and indemnification in a writing detailing the basis for the request and the third party Claim; provided that the failure to give notice within that time shall relieve the indemnifying Party of its obligations under this Section only to the extent that the indemnifying Party is actually prejudiced by such failure. If it accepts the defense, the indemnifying Party shall control the defense and resolution of the Claim, including the selection and retention of counsel. The Party requesting indemnification shall cooperate in the defense and resolution of any Claim. Failure to provide such cooperation shall relieve the indemnifying Party of its obligations under this Section. The Party requesting indemnification may participate in and observe the defense and resolution of any Claim with its own counsel at its sole cost and expense. The indemnifying Party shall not settle the Claim in a manner that materially adversely affects the indemnified Party without its consent, which shall not be unreasonably withheld.

The foregoing obligation shall not apply to the extent that (i) any alleged infringement is based upon any modification of the Services not made by Marco; (ii) use of the Services in combination with any third party products or services, if such infringement, misappropriation, or violation would not have happened but for such combination; or (iii) any use of the Services by Client or its Representatives that is not expressly authorized by Marco. In the event that a third party files a claim, suit, action or proceeding alleging that any Services infringes, misappropriates, or violates such third party's intellectual property rights, or in the event Marco considers such a filing reasonably likely, Marco may, at its sole option, (a) modify such Service(s) to make it non-infringing, or replace the Service(s) with non-infringing alternative(s) of equal or greater functionality; (b) procure from the relevant third party the right for Client to continue to use the Service(s) under the terms of this Agreement; or (c) immediately terminate this Agreement and/or any affected Product Agreement(s) upon written notice to Client, in which case Client shall (and shall cause its Representatives) to promptly cease all use of the Service(s). THIS SECTION STATES THE ENTIRE LIABILITY OF MARCO, AND THE SOLE AND EXCLUSIVE REMEDY OF CLIENT, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

17   **Limitation of Liability**. IN NO EVENT SHALL MARCO OR ITS REPRESENTATIVES BE LIABLE TO CLIENT, ITS REPRESENTATIVES OR ANY THIRD PARTY FOR (A) CLAIMS OR LOSSES RESULTING FROM CLIENT'S OR ITS REPRESENTATIVES': VIOLATION OF THIS AGREEMENT OR ANY PRODUCT AGREEMENT, DELAY OR FAILURE TO PERFORM ANY OBLIGATIONS THEREUNDER, ACTIONS OR DIRECTIONS WHICH AFFECT MARCO'S ABILITY TO EFFECTIVELY AND EFFICIENTLY PROVIDE OR CLIENT AND ITS REPRESENTATIVES ABILITY TO USE THE PRODUCTS, ANY SUSPENSION, DOWNTIME, SERVICE LIMITATIONS, REMEDIATION, OR DEFECTS OR (B) ANY LOSS OF PRODUCTION, USE, DATA, BUSINESS, REVENUE, OR PROFIT; OR (C) ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, WHETHER ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORIES WHATSOEVER, AND REGARDLESS OF HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER SUCH DAMAGES WERE FORESEEABLE.

IN NO EVENT SHALL MARCO AND ITS REPRESENTATIVES' COLLECTIVE AGGREGATE LIABILITY FOR ANY CLAIMS OR LOSSES (AS DEFINED ABOVE AND WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY) EXCEED THE AMOUNT PAID OR PAYABLE TO MARCO IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE WORK UNDER THE PRODUCT AGREEMENT WHICH GAVE RISE TO THE CLAIM(S).

18   **Term and Termination.** Unless terminated earlier as described below, this Agreement shall be in effect for three (3) years commencing on the Effective Date ("Term"), and shall automatically renew for successive twelve (12) month periods (each a "Renewal Term"), unless either party provides the other with at least thirty (30) days written notice of its intent not to renew prior to the end of the Term or Renewal Term. Either Party may terminate this Agreement and any Product Agreement if: (a) if the other Party materially breaches this Agreement or a Product Agreement and such breach (other than payment obligations) is not cured within thirty (30) business days following written notice of the breach or such longer period to which the Parties mutually agree; or (b) upon the institution by or against the other Party of insolvency, receivership, bankruptcy, assignment for the benefit of creditors, or similar proceedings. Any such termination shall not relieve Client from its payment obligations.

Notwithstanding the foregoing, in the event that any Product Agreement (s) remains in effect following the expiration or termination of this Agreement, this Agreement shall continue to be in effect and govern such remaining Product Agreements until their expiration or termination.

19 **Suspension of Products or Credit.** Marco may suspend, terminate, repossess or otherwise deny Client and any of its Representatives access to or use of the Products (collectively, "Suspension") and suspend or terminate Client's credit ("Credit Hold") without liability if: a) it is required by law to do so; or b) if Client materially breaches this Agreement or any Product Agreement. Client's failure to timely pay shall be a material breach. Upon Suspension, Client shall immediately cease, and cause its Representatives to cease, access and use of the Products, until further notice from Marco. Any Suspension or Credit Hold shall not terminate this Agreement or any Product Agreement, nor relieve Client from its payment obligations, which shall continue during any Suspension or Credit Hold.

20 **Effect of Termination or Expiration.** Upon termination or expiration of this Agreement or a Product Agreement, except as expressly identified under, **Term and Termination**, above: (a) Client shall no longer have access rights, privileges, and authorizations to the Services; (b) at its sole expense, Client shall: (i) cease using Marco Property, the Services, Software, and any Incidentals (not owned by Client); (ii) uninstall and return the Software; (iii) return the Marco Property; and (iv) take all necessary measures to ensure that it will have access to its data independent from Marco; (c) following the disclosing Party's request, the receiving Party shall return or destroy (and certify the return or destruction of) the disclosing Party's Confidential Information and all copies or embodiments thereof, as directed by the disclosing Party. Notwithstanding the foregoing sentence, Marco may retain (but not use) copies of Client's Confidential Information that may be embedded in back-up or archival systems or storage media, to the extent that such copies are not readily divisible from other data, provided that such copies are maintained as Confidential Information in accordance with this Agreement. Any off-boarding, data extraction, and/or migration services Marco provides, including those that are the subject of a separate Product Agreement, shall be subject to and governed by the terms of this Agreement. Client shall pay the manufacturer's suggested retail price for any Marco Property which Client fails to timely return.

21 **Changes and Enhanced Services**. Marco reserves the right in its sole discretion to make changes to the Products and Marco Property to maintain or enhance the quality, delivery, efficiency, effectiveness or performance thereof to its clients. Either Party may request changes to its rights or obligations under a Product Agreement by providing the other a writing detailing the requested change through the project manager identified in the affected Product Agreement. The Party receiving the request shall respond in a writing either detailing the terms and conditions which apply to the requested change or denying the request.

22 **Dispute Resolution, Venue, and Governing Law.** If a dispute arises out of or relates to this Agreement or any Product Agreement, the Parties agree to engage management in direct discussions in good faith to attempt to resolve the dispute. If a resolution cannot be reached through such discussions, the parties agree to engage in nonbinding mediation to attempt to resolve the dispute. If mediation fails, the dispute will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in Stearns County, Minnesota. The arbitrator's decision will be final and binding. Without limiting the foregoing, the Parties agree that no arbitrator has the authority to award relief in excess of what this Agreement or the applicable Product Agreement provides. All claims shall be arbitrated individually. Client shall not bring or join any class action of any kind in court or in arbitration. Nothing in this Section shall prohibit either party from seeking injunctive relief from any authority authorized by law to grant it. This Section does not prohibit Marco from enforcing any claim for payment in any court or other forum. THE PARTIES WAIVE ANY RIGHT TO JURY TRIAL ARISING OUT OF THIS AGREEMENT OR ANY PRODUCT AGREEMENT. This Agreement and all Product Agreements shall be governed by the laws of Minnesota without regard to choice or conflicts of law principles.

23 **Assignment, Successors, Beneficiaries.** Client may not transfer, sell, or assign , this Agreement, any Product Agreement, or any right or obligation arising thereunder, in whole or in part, without the written consent of Marco, including, without limitation, by operation of law, upon plan of merger, or upon Client being acquired or selling substantially all of its assets. Marco may transfer or assign this Agreement, any Product Agreement in whole or in part, without notice or Client's consent. The Parties agree that there shall be no third party beneficiaries to this Agreement or any Product Agreement. Subject to the foregoing, this Agreement and any Product Agreement(s) shall be binding on and inure to the benefit of the Parties successors and permitted assigns.

24 **Independent Contractors.** The relationship between the Parties is that of independent contractors. Nothing in this Agreement or any Product Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Unless expressly provided herein or in a Product Agreement, neither Party shall have the authority to act on behalf of or to bind the other.

25 **Nonsolicitation.** Client agrees not to solicit, hire, or otherwise engage in any like activity in any manner whatsoever, directly or indirectly, with any of Marco's employees during the term of this Agreement or any Product Agreement and for a period of one (1) year after its expiration or termination. For each breach by Client of the forgoing restrictions, Client will pay Marco an amount equal to any recruitment or referral fees paid by Marco for such employee and the base salary and bonus earned by such employee during the twelve (12) months preceding Client's breach of the forgoing restrictions.

26 **Force Majeure.** Marco shall not be liable for or be in breach of this Agreement or any Product Agreement, for failure or delay in performance caused by circumstances beyond its reasonable control, including, but not limited to, acts of God, flood, fire, earthquake, war, terrorism, strikes or other labor or industrial disturbances, governmental action, or interruption of, delay in, or inability to obtain on reasonable terms and prices adequate power, telecommunications, transportation, raw materials, supplies, goods, equipment, Internet or other services.

27 **Severability.** If any provision of the Agreement or any Product Agreement is held invalid by any law, order or regulation of any government or other authority, or by the final determination of any court, such invalidity will not affect the enforceability of any other provisions not held to be invalid.

28 **Remedies**. Unless and to the extent provided otherwise and subject to the limitations of liability herein, all remedies set forth in this Agreement will be cumulative, in addition to, and not in lieu of any other remedies available to either Party at law, in equity or otherwise, and may be enforced concurrently or from time to time.

29 **Headings, Survival, and No Waiver.** Headings are for convenience only and are not part of this Agreement. Any term in this Agreement or any Product Agreement by its nature designed to survive completion, expiration, or termination of the Agreement or Product Agreement shall so survive. The failure of Marco at any time to require performance by Client of any provisions of this Agreement or a Product Agreement will in no way affect Marco's right to require performance of that provision nor be construed as a waiver of any Marco right under this Agreement or the Product Agreement.

30 **Counterparts and Electronic Signatures.** This Agreement and any Product Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. The execution and delivery of counterparts may be

accomplished by email or tele facsimile. The Parties agree that the electronic signature of a party to this Agreement, including by portable document format (pdf), shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement.

31   **Entire Agreement and Amendment.** This Agreement and the applicable Product Agreement(s) constitute the entire understanding between the Parties relating to the subject matter thereof and supersede and replace any and all prior discussions, agreements, understandings, promises, and representations whatsoever, whether oral or written, express or implied, between the Parties. Purchase or work orders or other similar writings (regardless of their date) of Client or a third party on Client's behalf shall not change this Agreement or any Product Agreement and shall not be binding on Marco or its Representatives whatsoever. Except as expressly stated herein, no modification of or amendment to this Agreement or any Product Agreement will be effective unless in writing and signed by a duly authorized representative of both Parties.

Version: July 26, 2021