MARCO TECHNOLOGIES RELATIONSHIP AGREEMENT

THIS MARCO TECHNOLOGIES RELATIONSHIP AGREEMENT ("Agreement") is entered into as of the date the Parties first process a Product Agreement or the Client places an order under this Agreement, whichever is earlier (the "**Effective Date**") 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, a "**Party**," and collectively, "**Parties**").

This Agreement governs Marco's relationship with Client for the provision of Products as further described in Product Agreements between the Parties. 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) This Agreement; and (2) the Product Agreement. The Parties may specify in the applicable Product Agreement that a particular provision of the Product Agreement supersedes a provision of this Agreement. Any such modification to a Product Agreement shall be effective only if the specific modified section of the Product Agreement expressly references the applicable section of this Agreement that is to be modified and clearly states that such modification supersedes the conflicting or inconsistent provision in this Agreement.

1. **Definitions.** In addition to any terms defined elsewhere in this Agreement, the following terms shall, when capitalized, have the meanings given to them in this **Definitions** Section.

    1.1 "**Affiliate**" means any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Marco.

    1.2 "**Applicable Privacy Law**" means, collectively, GDPR, PIPL, LGPD, CCPA, and CPRA, each as defined in the body of this Agreement below, together with any other law regarding the privacy and/or protection of personal data of any individual.

    1.3 "**Client Materials**" means, collectively, parts, materials, equipment, hardware computers, software, software-as-a-service, cloud services, data, databases, datafeeds, operating systems, switches, routers, drives, firewalls, databases, backup systems, networks, internet connectivity, information and other items and services owned by Client, or provided by a third party to Client, that are used for the provision or use of the Products and/or necessary for Marco to perform all of its obligations as set forth in this Agreement.

    1.4 "**Confidential Information**" means any and all information furnished or disclosed in connection with this Agreement by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") and marked as "Confidential", "Proprietary" or "Restricted" or which under all of the circumstances should reasonably be considered confidential, and shall include, without limitation, any property, product, technical and/or business documentation, pricing information, client information, client lists, computer programs, trade secrets, know-how, ideas, specifications, patent applications, methodologies, formulae, designs, processes, technology, techniques, drawings, inventions, diagrams, and all other relevant information pertaining to the Disclosing Party's business. Confidential Information does *not* include information that: (a) was known or possessed by the Receiving Party without confidentiality obligation 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; or (e) is independently developed by the Receiving Party without the use of, or access to, the Disclosing Party's Confidential Information.

    1.5 "**Equipment**" means resold equipment and other tangible goods.

    1.6 "**Incidentals**" means, collectively, all services necessary to perform a Product Agreement and not expressly stated in the Product Agreement, all services requested by Client and performed by Marco outside the scope of a Product Agreement, and any incidental expenses and costs incurred by Marco

in the performance of Services or any of the foregoing.

1.7 "**Intellectual Property**" means, collectively, all: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases; (d) trade secrets, know-how, and other proprietary information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

1.8 "**License(s)**" means any license(s), agreement(s) or other prerequisite(s) of third-party Software publishers and vendors, or Equipment manufacturers, for the Products.

1.9 "**Loss(es)**" 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.

1.10 "**Marco Property**" means, collectively, equipment, other goods, materials, supplies and similar items, including, without limitation, software, information and Intellectual Property owned by Marco or a third party, used by Marco or provided by Marco to Client for use by Client for the purposes of carrying out a Product Agreement.

1.11 "**Product Agreement**" means an agreement between the Parties for the provision of Products by Marco. Product Agreements include SOPs, proposals, change orders, and service tickets.

1.12 "**Product Lease**" means a lease between the Parties relating to any Products provided by Marco.

1.13 "**Products**" means, collectively, Services, Equipment, Software and Incidentals.

1.14 "**Representatives**" means, collectively, a Party's respective officers, directors, employees, agents and contractors.

1.15 "**Required Consents**" means, collectively, all consents, licenses, permits and approvals required to give Marco, or any Marco Representatives, the right or license to access, use and/or modify in electronic form and in other forms, including, without limitation, derivative works, Client Materials,

1.16 "**Resold Products**" has the meaning given to that term in Exhibit A.

1.17 "**Schedule of Products**" or "**SOP**" means a Schedule of Products agreed between the Parties.

1.18 "**Services**" means any professional consulting services, managed services, or other technology services to be performed by Marco, that are expressly identified in a Product Agreement.

1.19 "**Software**" means software licensed, or third-party software licenses resold, by Marco to Client.

2. **Purchases, Prices and Payment.**

2.1 Marco agrees to provide, and Client agrees to purchase, lease or license (as applicable) the Products at the price stated in the applicable Product Agreement ("**Price**"). The sale of Resold Products (as defined in Exhibit A) is governed by the terms in Exhibit A. Client shall pay Marco's then prevailing rates for any Incidentals). Marco's right to increase the Price to Client, if any, is set forth in each Product Agreement.

2.2 Client shall pay all undisputed invoices within thirty (30) days of the invoice date. Client shall pay a late fee of 1.5 percent (1.5%) per month, or the highest rate permitted by law, whichever is less, on any amounts not received when due. 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. 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. This provision shall not apply to any taxes for which Client is exempt and for which Client has furnished Marco with a valid tax exemption certificate authorized by the appropriate taxing authority. Shipping and handling fees may apply and will be payable by Client upon invoice. Marco reserves

the right to cancel, without penalty, any Product Agreement arising from pricing or other errors. Client shall not withhold any Marco Property or payment due under this Agreement for set off or reduction for any purpose whatsoever.

2.3   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 the date of 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 2.2 above.

2.4   If Client and Marco enter into a Product Lease, Client's obligations with respect to the lease of such Products shall be solely governed by the Product Lease, except that Client shall remain liable for payment to Marco until Marco receives payment from the applicable third-party financing company.

3.   **Marco Property.** In addition to the Products, Marco may place at Client's site or otherwise provide 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 Marco Property solely in connection with the receipt and use of Products and Client shall use reasonable care with Marco Property, but no less care than Client uses with respect to its own property. Client shall return Marco Property upon Marco request and in accordance with the requirements under the section titled, **Effect of Termination or Expiration**, below. Client will be responsible for any loss or damage to Marco Property.

4.   **Client Materials.** In the course of a Product Agreement, Client Materials may be used or required for the provision or use of the Products. Unless otherwise stated in a Product Agreement, Client is solely responsible for ensuring that all software (including, without limitation, any software-as-a-service or other cloud services) used by Client is properly licensed. Client grants Marco, at no charge, the right to use any Client Materials required by Marco to provide the Services specified in any Product Agreement to Client and Client is solely responsible for ensuring that Client has the necessary rights and licenses to provide Marco with Client Materials. Client agrees to maintain Client Materials 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.

5.   **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 violate any Intellectual Property rights or privacy rights of any third party. Client agrees not to interfere with other Clients' use of Marco provided services, equipment, other goods, or software and not to disrupt any 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 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, re-sell, 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. If Marco determines that a breach of this Section has occurred, then Marco may, in its sole discretion, and without liability: (i) restrict Client's and users' access to the Services; (ii) remove or require removal of any offending content; (iii) terminate this Agreement and any Product Agreement for cause; and/or (iv) exercise other rights and remedies, at law or in equity. Except in an emergency, as deemed necessary by Marco or as may otherwise be required by law, before undertaking the actions in this Section, Marco will attempt to notify Client by any reasonably practical means under the circumstances, such as, without limitation, by telephone or e-mail. Client will promptly notify Marco of any event or circumstance related to this Agreement, Client's or any user's use of the Services, or Content of which Client becomes aware, that could lead to a claim or demand against Marco, and Client will provide all relevant information relating to such event or circumstance to Marco at Marco's request.

6. **Client Information.** Client represents and warrants (i) that it fully complies with applicable law governing the privacy and security of personally identifiable information, including but not limited to, the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**GDPR**"), the Personal Information Protection Law of China ("**PIPL**"), the General Law for the Protection of Personal Data 13709/2018 in Brazil ("**LGPD**"), the California Consumer Protection Act (Cal. Civ. Code 1798.199) ("**CCPA**"), and the California Privacy Rights Act of 2020 ("**CPRA**") and; (i i) that, if it does provide any personal data to Marco, Client has obtained the personal data from the data subject(s) for a lawful purpose and in accordance with the relevant requirements of the Applicable Privacy Law. To the extent any information relating to an identified or identifiable person under any Applicable Privacy Law is provided to Marco, the terms set forth in Marco's Data Processing Addendum ("**DPA**"), located at www.marconet.com/legal shall apply to such data processing and the terms of the DPA are hereby incorporated by reference into this Agreement with the same force and effect as though fully set forth herein. Client shall also identify such personal data for Marco and understands that such personal data may be stored and processed on servers based outside of the United States, unless required by Applicable Privacy Law and agreed to in writing.

    Client acknowledges that Marco exercises no control over the information passing through Client's equipment, network, and sites and that it is the sole responsibility of Client to ensure that the information that Client 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 shall encrypt, at the application level, Client's Confidential Information and all other data that is considered sensitive data or that must be treated as confidential under state or federal law or under Client's contractual obligations to others. This includes, but is not limited to, Social Security Numbers, financial account numbers, driver's license numbers, state identification numbers, Protected Health Information (as that term is defined in Title II, Subtitle F of the Health Insurance Portability and Accountability Act, as amended (HIPAA) and regulations promulgated there under) and Nonpublic Personal Information (as that term is defined in Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley) and regulations promulgated there under).

7. **Information Security**

    7.1   Security Measures. Marco will maintain commercially reasonable security measures for its Services that are designed to: (i) ensure the security of the Client's data stored by Marco; (ii) protect against any anticipated threats or hazards to the security or integrity of the Client's data stored by Marco;

and (iii) protect against any unauthorized access to or use of Client's data as stored by Marco.

7.2   Notification and Prevention Obligations. Upon becoming aware, Marco shall promptly notify Client of any actual security breach that may result in the unauthorized access to or disclosure of unencrypted Client personal data. Marco agrees to take all actions reasonably necessary under the circumstances to immediately prevent the continued unauthorized access of such personal data. Marco further agrees that in the event of a breach of confidentiality or security of personal data, it will work in good faith and cooperate with Client to address the breach. Marco shall not be responsible or liable for any security breach caused by Client.

7.3   Audits by Marco. Marco will conduct an annual audit (under SOC2 or a similar standard) audit of its security measures. Upon Client's written request, Marco shall provide a copy of its most recent audit report, but Marco may redact sensitive information. When available, and upon receipt of Client's written request, Marco may provide its vendors' audit report. The reports are to be treated as Confidential Information under this Agreement whether or not marked or otherwise identified as "Confidential" and remains the property of Marco, its Affiliate, or its vendor, as applicable.

7.4   Audits by Client. Client shall have the right make reasonable requests to review Marco's security measures prior to the commencement of the Services and thereafter on an annual basis during the term of this Agreement. Such annual review may include an onsite audit, conducted by qualified personnel, in order to verify Marco' compliance with this Agreement, provided that nothing in this Agreement will be deemed to permit Client or any third party to access Marco's systems. The dates of any onsite audit shall be mutually agreed upon by the Parties. Client shall be responsible for the entire cost of any audit or information request. Marco may charge Client on a time-and-materials basis at the then-current standard time and materials rate for Client audits and requests for information based on the length and detail of the audit/information requested. No such audit may include activities that might result in downtime or unavailability of Marco's IT environment. Marco reserves the right to restrict Client's access to certain information if, in Marco's sole discretion, that information may compromise Marco's security measures.

8.   Required Consents.   Client shall obtain and keep in effect all Required Consents at all times during this Agreement. Upon request, Client will provide to Marco evidence of any Required Consent. Marco will be relieved of its obligations under this Agreement (and any time for performance of any Products shall be reasonably extended) to the extent that they are affected by Client's failure to promptly obtain and maintain and provide to Marco any Required Consents. Client agrees that Marco may accept software terms and conditions and other Licenses (e.g., end user license agreements) on behalf of Client while providing and installing Products to Client, and Client agrees to be bound by those License terms.

9.   Software Licenses and Other Agreements. Client shall enter into, maintain, comply with and be bound by any Licenses applicable to Products. Unless expressly provided otherwise in a Product Agreement, 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. In the event Marco needs to access Client's software, Client grants Marco, at no charge, the right to access and use any Client-owned or developed software systems required by Marco to provide the Product specified in any Product Agreement.

10.   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 must provide a written notice to Marco within ten (10) days after the delivery of the Services ("**Warranty Period**") describing any breach of the foregoing warranty in sufficient detail to allow Marco to correct and redeliver

those Services. Marco shall as its sole obligation and Client's exclusive remedy for any breach of the foregoing warranty use commercially reasonable efforts correct any non-compliance reported to Marco by Client in writing during the Warranty Period. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, MARCO PROVIDES ALL THE PRODUCTS AND MARCO PROPERTY "AS IS" AND MARCO DOES NOT PROVIDE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF ANY KIND RELATING TO THE PRODUCTS AND MARCO PROPERTY, 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 AND MARCO PROPERTY, 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. IN ADDITION, CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THE INTERNET IS NOT A SECURE MEDIUM, MAY BE INHERENTLY UNRELIABLE AND SUBJECT TO INTERRUPTION OR DISRUPTION AND MAY BE SUBJECT TO INADVERTENT OR DELIBERATE BREACHES OF SECURITY, FOR WHICH MARCO SHALL NOT BE HELD LIABLE.

No statement or writing of any Representatives of Marco will create any warranty whatsoever not set forth in this Agreement.

Client represents and warrants that it will not use, nor will it allow any third parties under its control to use, the Products for high-risk activities, such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

Client shall not make any representations or warranties on behalf of Marco to any third party. Client shall be solely responsible and liable for any representations or warranties that Client makes to any third-party regarding Marco, the Products, or any other aspect of this Agreement.

Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter into this Agreement; (b) it is in compliance and will continue to comply during the term of this Agreement, with all laws and regulations applicable to such Party; and (c) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.

The Services will meet the technical standards of performance or service levels, if any, set forth in the applicable Product Agreement. Client's sole and exclusive remedy for any failure to meet the applicable technical standards of performance or service levels shall be as specified in the applicable Product Agreement.

11. **Intellectual Property.** Each Party is, and shall remain, the exclusive owner of its respective Intellectual Property and Confidential Information, whether existing prior to or created following the Effective Date of this Agreement. If not subject to a separate License, Marco hereby grants Client a non-exclusive, royalty-free license solely during the Term of this Agreement to use Marco Intellectual Property delivered to Client and designated for use with the Products, solely and only to the extent necessary for using the Products. 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. Any Intellectual Property developed by Marco in the performance of this Agreement shall be the sole property of Marco. Without limiting the generality of the foregoing, Marco will retain all right, title and interest in all of Marco's ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, processes, including, without limitation,

generally-applicable software and code (and related components), independently-developed software and code (and related components), and any Intellectual Property rights in any of the foregoing, whether possessed by Marco prior to, or acquired, developed, or refined by Marco during performance of this Agreement. Client acknowledges and agrees that Marco may provide consulting services to, or prepare materials for, third parties that may be the same or similar to the Products provided to Client under this Agreement.

12. **Confidential Information.** During the term of this Agreement each Receiving Party shall use reasonable, industry standard physical, technical, and administrative controls to protect and maintain the confidentiality of and use the Disclosing Party's Confidential Information only for carrying out Receiving Party's rights and performing its obligations under this Agreement and the applicable Product Agreement(s). Receiving Party shall disclose Disclosing Party's Confidential Information only to Receiving Party's Representatives who need to know the information in order to carry out this Agreement and the applicable Product Agreement(s), and who are bound to enforceable confidentiality obligations consistent with this Agreement. Receiving Party shall cause its Representatives to be bound by and comply with this Section and Receiving Party shall be liable to the Disclosing Party for Receiving Party's Representatives' noncompliance. Each Party's confidentiality obligations shall survive this Agreement for so long as the Confidential Information disclosed under this Agreement remains confidential (other than due to a breach of this Agreement by Receiving Party).

If Receiving Party becomes legally compelled (by deposition, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any of Disclosing Party's Confidential Information, then Receiving Party shall (if legally permitted) notify Disclosing Party of the requirement promptly in writing so that Disclosing Party may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, or if Disclosing Party waives in writing compliance with the terms hereof, then Receiving Party shall furnish only that portion of the information which Receiving Party is advised by written opinion of counsel is legally required and Receiving Party will exercise reasonable efforts to obtain confidential treatment of such information.

Client acknowledges that the Equipment it has received may be equipped with technology that may store personal data and Confidential Information and Client understands the privacy and information security risks associated with personal and Confidential Information that may be stored on the Equipment. Client acknowledges and agrees that Client is solely responsible for safeguarding any personal and Confidential Information and agrees to indemnify and hold Marco harmless from any loss, misappropriation, or breach of the personal and Confidential Information that may be stored on the Equipment.
Marco uses, processes, and stores private information according to its Privacy Policy located at https://www.marconet.com/legal.

13. **Disclosure Notification.** If either Party becomes aware of an unauthorized disclosure of Confidential Information, they shall notify the other Party within three (3) business days. Both Parties acknowledge that a violation of their confidentiality obligations may cause severe and irreparable injury, which injury may not be adequately compensable by monetary damages. Accordingly, in the event of a violation (or threatened or attempted violation) of a Party's confidentiality obligations, either Party shall, in addition to any other legal and equitable rights and remedies, be entitled to seek immediate appropriate injunctive relief, or a decree of specific performance.

14. **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; or the day after being sent by verified delivery overnight courier with trackable delivery (e.g., FedEx). In the case of Client, a

copy of notices requesting termination of Services shall be sent contemporaneously by email and U.S. Mail to the addresses below.

MARCO: Legal Counsel
Marco Technologies, LLC
4510 Heatherwood Road
St. Cloud, MN 56301

COPY TO: LEGALSERVICES@MARCONET.COM

15. **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 (a) the indemnifying Party's negligent, reckless, or willful acts or omissions; (b) real property damage or personal injury, including death; and (c) a breach of either parties representations and warranties, to the extent not limited by sole and exclusive remedy language in this Agreement.

Marco shall defend, indemnify, and hold harmless Client from and against any and all Losses awarded against Client in a final judgment or in a Marco-approved settlement, arising out of or resulting from any Claim by a third party against Client that any of the Services or Marco-owned deliverables or Client's receipt or use thereof knowingly infringes any Intellectual Property Right of a third party existing as of the date of delivery of the applicable Services or Marco-owned deliverables and arising under the laws of the United States ("**IP Claim**"), provided however, Marco shall have no obligations under this **Indemnification** Section with respect to any IP Claims or Losses to the extent arising out of: (i) modification of the Services or deliverables other than with Marco's express prior written authorization and in strict accordance with Marco's written directions and specifications; (ii) any Client Materials; (iii) Marco's compliance with any requested features, functionality, designs, plans, specifications, requirements, or instructions provided by or on behalf of Client, whether in a Product Agreement, in connection with preparation of a Product Agreement, or otherwise; (iv) combination, operation, or use of the Services or deliverables in or with, any technology (including any software, hardware, firmware, system, or network) or service not provided by Marco or specified for Client's use in the Services; (v) use of the Services or deliverables by Client after Client was notified of the allegedly infringing activity or after being informed of modifications that would have avoided the alleged infringement; (vi) Services or deliverables not used in accordance with the terms and conditions of this Agreement and the applicable Product Agreement; (vii) any Resold Products or other third-party owned materials (including, without limitation, any "open source" materials), (viii) staff augmentation Services or other similar activities whereby Marco is providing support services and working at Client's direction, (ix) use of the Services or deliverables by any third-party or by or on behalf of Client that is outside the purpose, scope, or manner of use authorized by this Agreement or in any manner contrary to Marco's instructions; (x) negligence, abuse, misapplication, or misuse of the Services or deliverables by or on behalf of Client or a third party; or (xi) Losses for which Client is obligated to indemnify Marco pursuant to this **Indemnification** Section. For purposes of clarity, Client is solely responsible for ensuring that: (A) any features, functionality, designs and other specifications of any Products requested by Client does not infringe the rights of third parties; and (B) Client's compliance with all laws applicable to Client and Client's business (including, without limitation, Client's use of any deliverables). If one or more of the Services or deliverables are determined to, or are believed by Marco to, infringe the rights of a third party, Marco may, at its sole option, elect to: (I) modify or replace the Services or deliverable(s), in whole or part, to seek to make the Services and/or deliverables non-infringing, while providing materially equivalent features and functionality, and such modified or replacement deliverable shall constitute a Deliverable under this Agreement; (b) obtain the right for Client to continue to use the Deliverable(s) materially as contemplated by this Agreement or an applicable SOW; or (c) if none of the foregoing is, in Marco's discretion, commercially practicable, terminate this Agreement or the affected Product Agreement(s) in its entirety or

with respect to the affected part or feature of the Services or deliverable, effective immediately upon written notice to Client, in which event Client shall cease all use of such Services and deliverables immediately upon receipt of Marco's notice, and Marco shall promptly refund to Client the fees paid by Client for such deliverable(s), for any period after the date of such termination.

Client shall defend, indemnify and hold Marco and its Representatives harmless from and against all Claims and any Losses arising from or relating to: (a) Marco's use or reliance upon any Client Materials or any other plans, specifications, content and materials (including, without limitation, any software, hardware, data and networks) provided by or on behalf of Client in connection with the Products; (b) Client's violation of any law, rule or regulation applicable to Client; or (c) any dispute or other proceeding (including, without limitation, response to any third-party subpoena, but excluding any dispute between Client and Marco) in which Marco becomes involved (even if only as a non-party or third-party participant) as a result of the Products and/or Marco's performance of this Agreement, including reimbursement of Marco's time and expenses (including reasonable external and internal legal costs) incurred to respond to any request or participate in any proceedings. In (c) above, Client agrees to pay Marco the hourly rates of Marco professionals for time spent preparing for and participating in responding to and participating in subpoenas, depositions, other discovery, litigation, hearings and dispute resolution proceedings in whatever form they may take.

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 at the expense of the indemnifying Party. 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.

THIS INDEMNIFICATION 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.

16. **Limitation of Liability**. IN NO EVENT SHALL MARCO OR ITS REPRESENTATIVES BE LIABLE TO CLIENT, ITS REPRESENTATIVES OR ANY THIRD PARTY FOR CLAIMS OR LOSSES RESULTING FROM, ARISING FROM, OR RELATING TO: (A) 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 PROVIDE, OR ABILITY TO USE THE PRODUCTS, (B), ANY SUSPENSION, DOWNTIME, SERVICE LIMITATIONS, REMEDIATION, OR DEFECTS; (C) ANY LOSS OF PRODUCTION, USE, DATA, BUSINESS, REVENUE, SAVINGS, GOODWILL, SOFTWARE, HARDWARE, OR PROFIT; (D) ANY GOOD FAITH ACTION OF MARCO IN PERFORMING THIS AGREEMENT (FOR EXAMPLE, TAKING STEPS TO PROTECT A CLIENT NETWORK IN THE PERFORMANCE OF MANAGED SECURITY SERVICES); (E) MARCO'S AND ITS REPRESENTATIVES' COMPLIANCE WITH ANY DIRECTION OR INSTRUCTION OF CLIENT OR ITS REPRESENTATIVES, OR (f) ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, 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 AGGREGATE AMOUNT PAID OR PAYABLE TO MARCO IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE LAST EVENT UNDER THE PRODUCT AGREEMENT WHICH GAVE RISE TO THE CLAIM(S).

EACH PARTY ACKNOWLEDGES THAT THE FOREGOING DAMAGES EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT SUCH EXCLUSIONS AND LIMITATIONS OF LIABILITY OR THAT THE PRICES PAID BY CLIENT FOR THE SERVICES WOULD HAVE BEEN HIGHER.

17. **Term and Termination.**

17.1 **This Agreement.** This Relationship Agreement shall commence on the Effective Date and remain in effect until terminated by either party as provided in this **Term and Termination** Section.

17.2 **Product Agreement.** The term of each Product Agreement shall be as specified in that Product Agreement.

17.3 **Termination for Convenience.** Either Party may terminate this Relationship Agreement for convenience at any time upon written notice to the other Party. If there are any active Product Agreements, termination shall be effective upon the expiration or termination of the last Product Agreement. If there are no active Product Agreements, termination shall be effective upon receipt of the written notice.

17.4 **Termination for Breach.** Either Party may terminate this Agreement or any individual Product Agreement in accordance with the following:

i. **Cure**. If the other Party breaches any material provision of this Agreement or any Product Agreement and fails to cure such breach within thirty (30) days of receipt of notice of such breach from the non-breaching Party ("**Cure Period**"). The notice from the non-breaching Party shall specify the basis on which the Agreement or Product Agreement is being terminated, including a description of the breach and how the breach can be cured within the Cure Period. If the breaching Party fails to cure the breach within the Cure Period, then termination shall be effective on the thirty-first (31st) day following receipt of such notice by the breaching Party.

ii. **No Opportunity to Cure.** If: (a) the other Party breaches any representation or warranty in this Agreement; (b) any representation or warranty is inaccurate, incomplete, false or misleading in any material aspect; or (c) the breach is of a type or nature that is not capable of being cured within such time period (such as, by way of example and not limitation, an obligation relating to Confidential Information), the non-breaching party may immediately terminate this Agreement any affected Product Agreement. The notice from the non-breaching Party shall specify the basis on which the Agreement or Product Agreement is being terminated, including a description of any breach. Termination shall be effective immediately upon receipt of such notice by the breaching Party.

17.5 **Termination for Financial Insecurity.** Either Party may terminate this Agreement and all Product Agreements upon written notice if the other Party ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization.

Termination shall be effective upon receipt of the written notice.

17.6 **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; b) if Client materially breaches this Agreement or any Product Agreement or (c) Client fails to make any payment when due. 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, provided that nothing in this paragraph will limit either party's termination rights under any other provision of this Agreement.

17.7 **Effect of Termination or Expiration.** Upon termination or expiration of this Agreement or a Product Agreement, except as expressly identified under this **Effect of Termination or Expiration** Section: (i) Client shall no longer have access rights, privileges, and authorizations to the Services; (ii) at its sole expense, Client shall: (A) cease using Marco Property, the Services, Software, and any Incidentals (not owned by Client); (B) uninstall and return the Software; (C) return the Marco Property; and (D) take all necessary measures to ensure that it will have access to its data independent from Marco; (iii) 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, and (iv) Client shall immediately pay all amounts due to Marco. 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. In addition, Marco may retain computer records or files containing Confidential Information that have been created solely by its automatic archiving and back-up procedures or as allowed or required by Applicable Law, but not for any other use or purpose. Marco shall retain such records confidentially and securely in accordance with the terms of this Agreement and Marco's established data governance policies. 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 return within thirty (30) days of termination or expiration of the applicable Product Agreement.

18. **Changes to Products**. 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, provided such changes do not materially reduce the functionality of such Products and Marco Property. 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.

19. **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.

20. **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.

21. **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.

22. **Export Compliance.** Client agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury.

23. **Insurance.** Each Party will obtain and maintain in effect during the term of this Agreement, a policy or policies of comprehensive general liability, workers' compensation, professional liability, cyber liability insurance, and other types of insurance and amounts of coverage each deems necessary to protect their individual interests from such claims, liabilities, or damages which may arise out of the performance of their respective obligations under this Agreement. For the avoidance of doubt, each Party is solely responsible for insuring its personal property wherever located, and, except as set forth in this Agreement or any Product Agreement, each Party acknowledges that neither of them will insure the property of the other while it is in transit or in the possession of the opposite Party.

24. **Subcontractors.** Marco may engage subcontractors to perform services under any Product Agreement. Except as provided herein, Marco shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

25. **Employee Assignments.** Marco may assign or reassign employees in its sole discretion to perform the Services for Client.

26. **Publicity.** Marco may publicize its business relationship with the Client and the nature of the Services performed for Client, in its discretion.

27. **Non solicitation.** Each Party agrees not to, during the term of this Agreement and for a period of one (1) year thereafter, directly or indirectly solicit, hire, or otherwise engage with in any like activity in any manner whatsoever, any of the other Party's employees that (i) worked directly or indirectly in connection with this Agreement or any Product Agreement during the term of this Agreement or any Product Agreement, or (ii) about which the Party obtained personnel information or other non-public information in connection with this Agreement or any Product Agreement during the term of this Agreement or any Product Agreement. For each breach of the forgoing restrictions, the breaching Party will pay the other Party as liquidated damages and not as a penalty, an amount equal to fifty percent (50%) of the then-current on-target annual compensation of such employee. It shall not be a violation of this section if a Party's employee responds, without solicitation by the other Party, to a job posting in the general circulation and not targeted toward any particular person.

28. **Force Majeure.** Neither Party shall be liable for or be in breach of this Agreement or any Product Agreement, for failure or delay in performance to the extent caused by circumstances beyond the Party's reasonable control, including, but not limited to, acts of God, flood, fire, earthquake, war, terrorism, strikes or other labor or industrial disturbances, war, epidemic, pandemic, cyberattacks that could not have been reasonably prevented, internet or other system or network outages that could not have been reasonably prevented, 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 ("**Force Majeure Event(s)**"). At its option, Client may terminate any Product Agreement where the Services thereunder are delayed more than sixty (60) days by a Force Majeure Event(s); provided, however, that Client is not excused from paying Marco for all amounts owed for Services rendered and Products provided prior to the termination of the Product Agreement. A Force Majeure Event may not extend any payment obligation of Client by more than fifteen (15) days.

29. **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. 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 the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

30. **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.

31. **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.

32. **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 facsimile signatures. The Parties agree that the electronic signature of a party to this Agreement, including exchange of counterparts 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.

33. **Entire Agreement and Amendment.** This Agreement (including its Exhibits) 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 or supplement 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: March 11, 2022

EXHIBIT A:
TERMS SPECIFIC TO RESOLD PRODUCT SALES ONLY

This Exhibit A: Terms Specific to Resold Product Sales Only applies to any order for software, hardware, or ("**Resold Products**") made by Client, pursuant to a quotation issued by Marco ("**Quotation**"). As used in this Exhibit A, the term "**Services Sold by Part Number**" refers to services, which although ordered from Marco, are procured from, and supplied by, a third party (i.e., Marco does not directly perform or control the work) and are therefore considered Resold Product. Any such orders shall be subject to the terms and conditions of this Exhibit A.

1. **Product Returns and Warranty Assistance.**

   (a) Client acknowledges that Marco is reselling all Resold Products purchased by Client and that Resold Products are manufactured and/or delivered by a third party. Client shall not resell the Resold Products.

   (b) To the extent available, Marco shall, to the extent assignable, pass through to Client the manufacturer's warranties for each Resold Product and agrees to use reasonable efforts to facilitate the manufacturer's return policies. In no event will Marco provide return or warranty coverage for Resold Products beyond that provided by the manufacturer. Resold Products that are accepted for return are subject to the manufacturer's applicable restocking fee(s).

   (c) Client acknowledges that the terms and conditions (including, without limitation, any License) governing the use of Resold Products shall be solely between Client and the manufacturer of such Products.

2. **Product Use and Product Warranty Disclaimer**. Client will not use the Resold Products for use in life support, life sustaining, nuclear or other applications in which failure of such Resold Products could reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. Client agrees that Marco is not liable for any claim or damage arising from such use.

   MARCO MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE RESOLD PRODUCTS. MARCO DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE RESOLD PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PERFORMANCE, FREEDOM FROM DEFECTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

3. **Shipment and Risk of Loss for Product Sales.** All shipments of Resold Products to Client will be FOB point of shipment. Insurance coverage, freight charges, transportation costs, and all other expenses applicable to shipment to Client's identified point of delivery will be the responsibility of Client and Client agrees to pay the same upon invoice. Risk of loss will pass to Client upon delivery of the Resold Products to the common carrier (regardless of who pays such common carrier).

4. **Permitting Compliance for Resold Products.** Client will obtain all licenses, permits, and approvals required by any governmental agency, foreign or domestic, having jurisdiction over the transaction.

5. **Price and Payment.** The Price set forth in any SOP is exclusive of all taxes, duties, licenses, and tariffs, payment of which shall be Client's obligation. Prices quoted are firm for fifteen (15) days unless otherwise specified in the Quotation. Payment is due thirty (30) days from the date of the invoice, which will be sent upon shipment of the Resold Product. In the event Client chooses to finance its purchase using a third party, Client remains liable for payment to Marco until Marco receives complete payment from such third party.

6. **Export.** Client agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury. Client covenants that it will not, either directly or indirectly, sell, (re)export (including, without limitation, any deemed (re)export as defined by applicable law), transfer, divert, or otherwise dispose of any Product , or related software or technology, to: (a) any country or region of a country (or nationals thereof) subject to antiterrorism controls, or a U.S. embargo, (ii) any destination prohibited (without a valid export license or other authorization) by the laws or regulations of the United States, or (iii) any person, entity, vessel, or aircraft identified on the Consolidated Screening List promulgated by the United States federal government, a downloadable file of which is accessible as of the Effective Date at http://export.gov/ecr/eg_main_023148.asp (or utilize any such person, entity, vessel, or aircraft in connection with the activities listed above), without obtaining prior authorization from the competent government authorities, as required by all applicable laws and regulations. Client certifies, represents and warrants that no Product shall be used for any military or defense purpose, including, without limitation, being used to design, develop, engineer, manufacture, produce, assemble, test, repair, maintain, modify, operate, demilitarize, destroy, process, or use military or defense articles. Notwithstanding any sale of Resold Products by Marco, Client acknowledges that it is not relying on Marco for any advice or counseling on export control requirements. Client agrees to indemnify, to the fullest extent permitted by law, Marco from and against any fines, penalties and reasonable attorney fees that may arise as a result of Client's breach of this Section.

7. **Cancelation.** The purchase of Resold Products may be canceled by Client only upon written approval of Marco and upon terms that indemnify Marco against all losses related to such cancelation.

8. **Limitation of Liability. NO MONETARY RECOVERY IS AVAILABLE FROM MARCO FOR WARRANTY CLAIMS. IN ADDITION, IN NO EVENT WILL MARCO'S LIABILITY TO CLIENT EXCEED THE PURCHASE PRICE PAID FOR THE RESOLD PRODUCT THAT IS THE BASIS FOR THE PARTICULAR CLAIM. MARCO WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST OR DAMAGED DATA, AND LOSS OF BUSINESS OPPORTUNITY), HOWEVER CAUSED, ARISING OUT OF THE USE OF OR INABILITY TO USE THE RESOLD PRODUCT, OR IN ANY WAY CONNECTED TO THIS EXHIBIT A, EVEN IF MARCO HAS BEEN ADVISED OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE.**