

**SAFETY IN MOTION®
MASTER AGREEMENT**

NOTE: THIS MASTER AGREEMENT WILL ONLY APPLY TO THE EXTENT THAT NO OTHER BINDING AGREEMENT, WHETHER WRITTEN OR ELECTRONIC, IS CURRENTLY IN EFFECT BETWEEN CUSTOMER (DEFINED BELOW) AND SAFETY IN MOTION, LLC PERTAINING TO THE PRODUCTS AND/OR SERVICES TO WHICH THIS AGREEMENT WOULD APPLY. TO THE EXTENT THAT ANY OTHER AGREEMENT IS IN EFFECT, THEN SUCH OTHER AGREEMENT WILL GOVERN CUSTOMER'S USE OF SUCH PRODUCTS AND SERVICES, AND THIS AGREEMENT WILL NOT APPLY.

This Master Agreement (“Agreement”) is entered into between Safety in Motion, LLC, an Oregon limited liability company (“SIM”) and the customer listed in the Order Form executed by such customer (the “Customer”). By executing the Order Form you are indicating your agreement to this Master Agreement, and you are confirming your order of the services, licenses and materials listed in the Order Form, each of which is subject to the terms and conditions of this Agreement. The details in each Order Form set forth the specific terms of Customer’s order, but all applicable terms and conditions below shall apply to all services, licenses and materials ordered. This Agreement shall be in effect on the date the Order Form is executed (the “Effective Date”). In this Agreement SIM and Customer may each be referred to as a “Party,” or collectively referred to as the “Parties.”

1. Scope of Services and License Rights. Subject to the terms and conditions of this Agreement, SIM will provide Customer with the services (“Services”), license rights (“Licenses”) and SaaS subscriptions (“Subscriptions”) described in detail in one or more Order Forms, each of which shall be deemed attached and incorporated into this Agreement.

2. Compensation for Services, Reimbursement of Costs. Customer shall pay SIM for the Services, Licenses and Subscriptions specified in each Order Form (“Orders”) in accordance with the fee structure set forth in the Order Form. Except as otherwise specified in an Order Form, all SIM invoices shall be due and payable within 30 days after their delivery to Customer. All fees shall be exclusive of any sales, use, value added or excise taxes, all of which will be the responsibility of Customer. All past due balances shall accrue interest at a rate which is the lesser of: (a) twelve percent (12%) per annum; or (b) the maximum rate of interest allowed by applicable law. Customer shall reimburse SIM for reasonable costs incurred in the performance of Services in accordance with the cost reimbursement provisions in the applicable Order Form for such Services.

3. Change Orders. In the event Customer wishes to amend materially the scope of Services, Licenses, or Subscriptions requested in an Order Form, all such amendments must be made in a written change order agreed to and signed by both SIM and Customer. All change orders must specify any resulting changes in the fees and in the performance specifications and deadlines set forth in an Order Form.

4. Term of Agreement, Termination.

a. Term, Renewals. This Agreement shall be effective as of the Effective Date, and shall remain in effect during the term(s) of any Service, License or Subscription periods specified in all outstanding Order Forms. This Agreement shall at all times remain in effect during the term(s) of any uncompleted Service, License or Subscription terms in effect between the Parties.

b. Termination. Either Party may terminate this Agreement, with or without cause, upon delivery of written notice to the other Party if at the time of such delivery no Service, License or Subscription Orders are then in effect. Either Party may, in addition to any other rights or remedies provided by law, terminate this Agreement immediately if: (i) the other Party materially breaches any obligation hereunder, which breach is either not curable or is not cured within fifteen (15) days after the delivery of a written notice of such breach; (ii) SIM sends Customer more than two (2) notices of default during any 6-month period for Customer’s failure to timely pay an obligation; or (iii) the other Party becomes insolvent, becomes a debtor in a bankruptcy proceeding, has a receiver appointed for it, or makes an assignment for the benefit of creditors. Upon termination, SIM shall retain all payments it previously received, and all outstanding SIM invoices for accepted Services, License and Subscriptions, and any unreimbursed costs, shall become immediately due and payable by Customer. SIM shall release to Customer any work products, data, documentation and other materials and properties owned by Customer within five (5) business days following Customer’s full payment of any outstanding amounts due to SIM under this Agreement.

c. Survival. The provisions of Sections 1, 2, 4, 6, 7, 8 and 11-16 of this Agreement shall survive the expiration or termination of this Agreement for any reason.

5. Use of Subcontractors. Except as otherwise specifically provided in an Order Form, SIM may engage subcontractors to provide all or any part of Services or Subscriptions described in the applicable Order Form, provided that SIM shall cause its subcontractors to comply with all terms and conditions of this Agreement and the applicable Order Form, and shall fully and timely compensate them for any Services related to the applicable Order. The engagement of subcontractors by SIM shall not relieve SIM of any obligations assumed, or liability imposed, under this Agreement.

6. Trade Secrets, Confidential and Proprietary Information. The Parties have disclosed to each other, and anticipate continuing to disclose to each other, certain confidential, proprietary and trade secret information, including, without limitation, information regarding: (i) their business operations; (ii) their business development and marketing plans; (iii) their respective proprietary products and services; (iv) the identities of their respective employees, customers and vendors; and (v) third party information they have received subject to confidentiality obligations (collectively, "Confidential Information"). Confidential Information shall include any information conveyed, whether orally, electronically, by observation or in written form, that: (i) is expressly designated as confidential in writing; or (ii) is of a nature that the receiving Party should reasonably understand it to be confidential. The Parties acknowledge and agree that SIM will be disclosing its proprietary training system and materials to Customer subject to this Agreement, and that such system and materials will be considered SIM's Confidential Information. If the receiving Party is unsure whether any disclosed information is confidential, such information shall be treated as Confidential Information unless the disclosing Party indicates otherwise in writing. SIM and Customer mutually agree that each shall, except as required by law or to perform their obligations or exercise their rights under this Agreement: (i) keep the Confidential Information of the disclosing Party strictly confidential and refrain from disclosing such information to any other person or entity without the express written consent of the disclosing Party; (ii) limit internal disclosure of the disclosing Party's Confidential Information solely to those employees, agents and representatives who must be apprised of such Confidential Information to advance the purposes of this Agreement, and then only to the extent that they must be apprised for those purposes; (iii) secure the other Party's Confidential Information using no less than commercially reasonable care, and use their Confidential Information solely for the purpose of performing their respective obligations under this Agreement; (iv) take strict precautions to ensure that none of their parent, subsidiary or other affiliated organizations, or their respective employees, agents or representatives, violates the provisions of this Section, bind every such parent, subsidiary, affiliate, employee, agent and representative to the terms and conditions herein, and assume responsibility for any breach of this Agreement by its parent, subsidiaries, affiliates, agents, representatives or employees; and (v) upon demand, immediately surrender to the disclosing Party all notes, records, drawings, documentation, models, software code, files, databases, screen shots and other items or materials that were delivered to, or used, created or controlled by, the receiving Party as a result of the discussions and disclosures referenced above. Confidential Information shall not include: (w) information that is in, or enters into, general public access without breach of this Agreement through no fault of the receiving Party; (x) information the receiving Party was demonstrably in possession of prior to receiving it from the disclosing Party; (y) information the receiving Party can demonstrate was independently developed by the receiving Party with neither use of, nor reference to, the Confidential Information; and (z) information either Party receives from a third Party without restriction on disclosure, and without breach of a nondisclosure obligation owed by such third party. Notwithstanding any other provision of this Agreement, in the event a Party who has received Confidential Information is required by a discovery request, subpoena, court order or other legal demand to disclose Confidential Information, it shall: (a) if allowed by law, promptly notify the disclosing Party of the receipt of any such demand; and (b) cooperate with the disclosing Party, as the disclosing Party's sole expense, to limit or contest such request, or to have any disclosure subject to a protective order. Neither Party represents nor warrants that the disclosures made pursuant to this Agreement will be exclusive to the other Party. No disclosure made under this Agreement shall be deemed to grant a license or any other right to use or disclose the Confidential Information, or to use the disclosing Party's intellectual property, except as otherwise expressly set forth in this Agreement. No disclosure made pursuant to this Agreement shall be deemed a commitment to continue any future business relationship with the other Party. All nondisclosure agreements, confidentiality agreements and similar agreements in place between the Parties on the effective date of this Agreement shall remain in full force and effect to the extent they are more restrictive than the provisions set forth above.

7. License Rights.

a. Grant of Licenses. In the event Customer orders, in an Order Form, a license to use SIM Products such as SIM's proprietary training program, training materials, secure training website application, or mobile application (collectively, "Licensed Products"), such license shall be limited, revocable, nonexclusive, nontransferable, and without sublicensing rights, and shall be of the duration specified in the applicable Order Form.

b. Scope of Licenses. Each license acquired under an Order Form shall extend to the locations and authorized users described in the applicable Order Form. The Order Form may require that certain authorized users complete SIM training, and acquire SIM certification as a Subject Matter Expert, prior to being licensed to use certain Licensed Products to train Customer's employees. Each license shall be limited to the purpose of providing SIM's proprietary safety training process and support materials to Customer's employees as specified in an applicable Order Form (the "Licensed Purpose").

c. License Restrictions. Except as otherwise expressly permitted under this Agreement or an Order Form, or as otherwise

allowed by applicable law, Customer agrees not to: (a) publish, distribute, lend, rent, sell, transfer, grant sublicenses to, or otherwise make available (including to any Artificial Intelligence or predicative analytics applications), any Licensed Products (or any portion thereof) to third parties that are not authorized users, including, but not limited to, making such Licensed Products available: (i) through resellers, OEMs, other distributors; or (ii) as an application service provider, service bureau, or rental source; (b) embed or incorporate in any manner the content of any Licensed Product (or any element thereof) into other applications or materials of Customer or third parties; (c) create modifications to, or derivative works of, the content of Licensed Products (other than “Customer Customizations,” as defined below); (d) use or transmit a Licensed Product or its content in violation of any applicable law, rule or regulation, including any export/import laws; (e) access, use or copy any portion of the Licensed Product to directly or indirectly develop, promote, distribute, sell, license or support any product or service that is competitive with the Licensed Product; or (f) remove, obscure or alter any copyright or trademark notices, or any name, logo, tagline or other designation of SIM, displayed on any portion of a Licensed Product. Customer shall not permit any third party under its direction or control to perform any of the foregoing actions, and shall be responsible for all damages and liabilities incurred as a result of such actions. Except as specifically licensed herein, SIM shall retain all right, title and interest in all of its Licensed Products (including all intellectual property rights), and does not grant to Customer or any third party any other rights or licenses, express or implied.

d. Customer Customizations. Customer and SIM may work individually or together to develop content for a Licensed Product that is customized to the specific needs, personnel, and/or workplace of Customer (“Customer Customizations”), and in such event, Customer and SIM shall have the right to publish and use such Customer Customizations for the Licensed Purpose in connection with Customer’s use of the Licensed Products and Subscriptions. To the extent Customer provides content for Customer Customizations, it shall be solely responsible for ensuring that such content does not violate the copyright interests, publicity rights, privacy rights or other rights of any third party, and SIM may require Customer to provide appropriate license agreements, publicity releases and similar documents ensuring compliance with this requirement. SIM reserves the right to take down, delete and/or block access to (whether temporarily or permanently) all or any part of a Customer Customization that violates any third party rights.

e. Audit Rights. At any time during the Term of this Agreement, and for a period of one (1) year following the expiration or termination of this Agreement and all outstanding Orders, SIM shall have the right (directly or through a designated auditor) to audit Customer’s compliance with the license provisions of all Licensed Products, including a review of all records and personnel directly relating to Customer’s use of the Licensed Products (the “Audit Materials”). Any such audit shall be conducted during regular business hours at Customer’s facilities and shall not unreasonably interfere with Customer’s business activities. Audits shall be conducted no more than once annually. All Audit Materials shall be considered Customer’s Confidential Information, and shall not be used or disclosed for any purpose other than for enforcing SIM’s rights under this Agreement.

8. Subscriptions. In the event Customer orders in an Order Form a Subscription to a SIM Product, the following provisions shall apply:

a. Access to SIM’s SaaS Application. SIM will, directly or indirectly, host the SIM SaaS application (the “SaaS App”), and Customer may access the SaaS App through SIM’s secure online portal (the “Portal”). The Portal will have a restricted-access administrative interface component (“Administrative Interface”) to allow Customer’s authorized employees or independent contractors (“Administrative Users”) to configure the settings of the Portal to control access to, manage, and monitor the use of the Portal. If Customer orders a Subscription to SIM’s Mobile App, Customer may elect to have the SaaS application interact with the Mobile App. Customer shall be solely responsible for ensuring that their Administrative Users use the Portal and the Administrative Interface in a secure, confidential manner, consistent with Customer’s objectives and expectations, and Customer will be solely responsible for all damages and liability arising from the actions or failures of their authorized Administrative Users.

b. Access to SIM’s Mobile Application. SIM will, directly or indirectly, host the SIM Mobile App. A Customer who subscribes to the Mobile App may authorize its end users to access and use the Mobile App through the Administrative Interface of the SaaS App.

c. Customer’s License Rights. Customer’s right to access and use the SaaS App and the Mobile App shall be subject to the license limitations set forth in Section 7 above. SIM may in addition require end users to execute separate End User License Agreements (“EULAs”) when they first access or download those Apps, and in such event the terms and conditions of the EULAs shall supersede the provisions of Section 7 above to extent the EULA terms supplement or conflict with the provisions of Section 7 above.

d. SIM’s License Rights. To the extent Customer has created or provided content for use with a Licensed Product or Subscription as a Customer Customization, whether by itself or in collaboration with SIM, Customer grants SIM the royalty-free right to use, modify, display, perform, reproduce and distribute (and to sublicense the foregoing rights as required to provide the SaaS App or Mobile App) solely for the Licensed Purpose.

e. Public Access. By default, SIM's SaaS App and Mobile App are configured to give access to Licensed Products and Customer Customizations solely to Customer's internal authorized end users. Neither Party shall grant public access to all or any portion of a Licensed Product or Customer Customization without the prior mutual written consent of the Parties.

9. SaaS and Mobile App Hosting, Configuration and Security.

a. SIM's Obligations. SIM shall host, directly or indirectly, the SIM SaaS and Mobile Apps, and shall at all times use commercially reasonable efforts to ensure the security, privacy and preservation of all content hosted on its SaaS App and Mobile App, including all Customer Customization content. Such efforts shall include establishing and maintaining appropriate technical and organizational measures to: (i) protect against accidental damage to, or destruction or loss of Customer Customization content; and (ii) protect against unauthorized access to the Customer Customization content. For Customers who have Product Licenses and Subscriptions for them, SIM shall use commercially reasonable efforts to ensure Customer's access to the SaaS and Mobile Apps on a full time basis with at least a 99% uptime, calculated on a calendar month basis, subject to downtime for repairs, upgrades or routine maintenance, provided that SIM will use commercially reasonable efforts to minimize the impact of such operations.

b. Customer's Obligations. In the event Customer acquires licenses and subscriptions for the SIM SaaS and SIM Mobile Apps: (i) Customer shall be solely responsible for deploying its own internet security software and appliances to protect its users from all forms of malware, ransomware and similar destructive mechanisms; (ii) Customer shall be responsible for ensuring that any user credentials used by its authorized users are secure, and shall promptly notify SIM of any known or suspected unauthorized access or use of such credentials or the Apps.

10. Relationship Between the Parties. The Parties agree that SIM is an independent contractor and shall have sole control over the manner and means of performing its obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer-employee, partnership, joint venture, agency or franchise relationship, and SIM shall have an unrestricted right to provide SIM Products to any other person or entity.

11. Branding, Publicity Rights. Customer agrees that SIM may, during the term of the Agreement:

a. Use Customer's name and logo to create co-branded materials for use in SIM Products deployed for Customer's authorized end users;

b. Include Customer's name and logo as a customer who uses SIM Products on SIM's customer lists, SIM's website, and in other materials promoting SIM Products, provided that SIM shall first provide Customer with an opportunity to review and approve such name and logo use;

c. To the extent provided by an authorized user of Customer, include any testimonials regarding their use of SIM Products on the SIM website and in other materials promoting SIM Products; provided that SIM shall first provide Customer with an opportunity to review and approve such testimonial.

12. Warranties – Limitation of Warranties.

a. SIM's Warranties. SIM warrants that: (i) all Services provided to Customer will be performed in a competent and professional manner in accordance with industry standards, and that all SIM Products will conform to the specifications set forth in the applicable Order Form; (ii) SIM possesses the requisite expertise, experience, facilities and equipment necessary and appropriate to perform the Services and provide the SIM Products; (iii) SIM will not use Customer's trademarks or logos without Customer's prior written consent, except that SIM may reference Customer as one of SIM's clients in SIM promotional materials; and (iv) SIM has the right to enter into this Agreement, and SIM's performance of this Agreement will not violate any contractual obligations to which SIM is subject.

b. Customer's Warranties. Customer warrants that: (i) Customer will at all times use the SIM Products in accordance with applicable laws; (ii) Customer will either own, or have the unlimited right to possess, use, distribute and publish, all Customer Customization content used with any SIM Product pursuant to this Agreement; (iii) Customer will not ask SIM to create, store, distribute or publish any Customer Customization content or other materials that violate the intellectual property rights of third parties, are defamatory, violate the privacy or publicity rights of any third party, or otherwise contain unlawful content; (iv) Customer will not use SIM's trademarks or logos without SIM's prior written consent, except that Customer may reference SIM as one of Customer's vendors in Customer's promotional materials; and (v) Customer has the right to enter into this Agreement, and Customer's performance of this Agreement will not violate any contractual obligations to which Customer is subject.

c. Limitation of Warranties. OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT,

SIM MAKES NO WARRANTIES AS TO THE SIM PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY ORDER FORM. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, SIM SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES UNDER THE UNIFORM COMPUTER INFORMATIONAL TRANSACTIONS ACT, AS MAY BE ADOPTED BY ANY JURISDICTION FROM TIME TO TIME. SIM DOES NOT WARRANT THAT: (I) USE OF THE SIM PRODUCTS WILL PREVENT WORKPLACE INJURIES; OR (II) USE THE PORTAL OR THE SAAS APP OR MOBILE APP WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED, OR THAT THEY WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

13. Limitation of Remedies. EXCEPT WITH RESPECT TO A VIOLATION OF WARRANTIES OR OBLIGATIONS RELATED TO A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR CONFIDENTIALITY RIGHTS, AND THE INDEMNIFICATION RIGHTS SET FORTH IN SECTION 14 BELOW: (I) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF; AND (II) SIM'S LIABILITY TO CUSTOMER, IF ANY, WHETHER ARISING UNDER CONTRACT OR BASED UPON A CLAIM OF STRICT LIABILITY, NEGLIGENCE OR SOME OTHER TORT OR STATUTORY CLAIM, SHALL IN NO EVENT EXCEED THE TOTAL OF THE PAYMENTS MADE TO SIM FOR THE APPLICABLE PROJECT DURING THE ONE-YEAR PERIOD PRECEDING THE EVENT UPON WHICH A CLAIM OF LIABILITY IS PREDICATED. THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESSED OR IMPLIED. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF WARRANTIES AND REMEDIES CONTAINED HEREIN ARE A MATERIAL BASIS FOR ITS AGREEMENT TO PROVIDE SIM PRODUCTS, AND THAT SIM WOULD NOT OFFER SIM PRODUCTS WITHOUT CUSTOMER'S AGREEMENT TO SUCH LIMITATIONS.

14. Indemnification. Each Party (as an "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its affiliates, and their respective members, directors, officers, employees, representatives, agents, permitted successors and assigns (collectively, the "Indemnified Party") from and against any claims, demands, actions, liabilities, losses, damages, costs and expenses (including, but not limited to, attorney's fees) asserted by third parties arising out of or relating to: (a) a breach by the Indemnifying Party of this Agreement or its warranties or covenants; or (b) the gross negligence or intentional misconduct of the Indemnifying Party. An Indemnified Party shall provide the Indemnifying Party with prompt written notice of any third party claim subject to indemnification hereunder.

15. Notices. Except as the Parties otherwise agree in writing, any notice, request, demand, or other communication to be provided under this Agreement shall be in writing, and shall be delivered to the Parties at their last known address, or at such other address as a Party may later designate by written notice to the other Parties. All notices shall be effective upon hand delivery or five (5) days after being placed in the United States mail, properly addressed, with postage prepaid as certified mail.

16. General Provisions. The failure or delay of either Party to require performance of, or to otherwise enforce, any condition or other provision of this Agreement shall not waive or otherwise limit that Party's right to enforce or pursue remedies for the breach of any such provision or condition. No waiver by either Party of any particular condition or provision of this Agreement, including this non-waiver provision, shall constitute a waiver or limitation on that Party's right to enforce performance or pursue remedies for the breach of any other condition or provision of this Agreement. No waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by the waiving Party. Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing Party shall not constitute a breach of this Agreement, provided that the delayed Party has taken reasonable measures to notify the other Party of the delay in writing. The delayed Party's time for performance shall be deemed to be extended for a period equal to the duration of the conditions beyond its control. Conditions beyond a Party's reasonable control include, but are not limited to, the failure of the other Party to cooperate as contemplated in this Agreement, natural disasters, acts of government after the date of the Agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war and epidemics. This Agreement is not voluntarily assignable or transferable by either Party without the express written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed, and any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. Subject to this restriction, this Agreement is binding upon and shall inure to the benefit of the successors, assigns and bankruptcy estates of each of the Parties. In the event a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, the remainder of the Agreement shall remain enforceable and shall be interpreted in a manner best calculated to carry out the intent of the Parties. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon without application of or regard to its choice of law provisions. The Parties agree that any suit, action or arbitration proceeding arising out of or relating to this Agreement shall be brought in Multnomah County, Oregon, and the Parties expressly consent to the personal jurisdiction over them of any state or federal court in Multnomah County, Oregon. Each Party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such

jurisdiction over it by any such courts. In the event a Party breaches the intellectual property rights or confidentiality rights of the other Party, such breach may result in irreparable and continuing damage to the non-breaching Party in an amount which is not readily ascertainable and for which there will be no adequate remedy at law, and the injured Party may seek, in addition to any other remedies allowed by law, immediate injunctive relief. If a Party to this Agreement breaches any term of this Agreement, then the non-breaching Party shall be entitled to recover all expenses of whatever form or nature, costs and attorney's fees reasonably incurred to enforce the terms of the Agreement, whether or not suit is filed, including such costs or fees as may be awarded in arbitration or by a court at trial or on appeal. In addition, in the event either Party to this Agreement becomes a debtor subject to the United States Bankruptcy Code, the non-debtor Party shall be entitled to recover any expenses, costs and fees, including attorney's fees, incurred in connection with enforcing its rights against the debtor Party, whether those rights arise under this Agreement or involve matters arising solely under the Bankruptcy Code. This Agreement may be amended or modified only by a written instrument executed by the Parties which expressly states the intent of the Parties to modify or amend this Agreement. This Agreement, together with any Order Form and their exhibits, attachments, schedules or other documents referenced therein, constitute the entire agreement between the Parties pertaining to the subject matter of the Agreement, and except as specifically excepted in this Agreement, supersede all prior discussions, negotiations, understandings, representations, and agreements, whether oral or written. No provisions contained in any purchase order, order acknowledgement or similar document exchanged between the Parties shall have any effect upon or alter the terms of this Agreement or an Order Form, and are hereby rejected. All terms of this Agreement, including its recitals, are contractual. In the event there is a conflict between the terms of this Agreement and the terms in any Order Form or its exhibits, attachments, schedules or other documents referenced herein, the terms of this Agreement shall prevail. The Parties acknowledge that they have been represented by legal counsel of their own choice throughout the negotiation and drafting of this Agreement, and that the form of the Agreement is the result of negotiation and cooperative drafting and that the Agreement shall not be strictly construed against any particular Party.

Last Updated: December 1, 2024