

Standard Terms & Conditions

These standard terms and conditions (“Standard Terms and Conditions”) are hereby incorporated by reference into one (1) or more Schedules between Company and Customer as though set forth fully therein (collectively the “Agreement”). All capitalized terms are defined in these Standard Terms and Conditions or in the applicable Schedule(s). Company and Customer (each a “Party” and collectively “Parties”) agree as follows:

1. DEFINED TERMS.

- 1.1. “Activation” means when the Customer’s Service is available for Customer’s use.
- 1.2. “Break Fix Services” means services performed on a Managed Device to maintain and keep such Managed Device in good working order.
- 1.3. “Customer Marks” means Customer’s trade names, logos, trademarks, trade devices, trade dress, service marks, symbols, abbreviations or registered marks, or contractions or simulations thereof, or any other indicia of ownership of Customer.
- 1.4. “Customer-Owned Devices” means any and all computers, printers, copiers, phones or other technological devices owned or leased from a third party by Customer.
- 1.5. “Data Collection Agent” means a third party software application that collects critical data on counters, performance, and power levels from printing devices, which may be installed on a non-dedicated server, on Customer’s computer, or work alongside firmware on Equipment and/or Customer-Owned Devices.
- 1.6. “Equipment” means certain equipment owned by the Company and leased to the Customer, including but not limited to printers, copiers, telephones, computers, and servers.
- 1.7. “Event of Default” means the material breach of this Agreement by either Party.
- 1.8. “F.O.B.” means free on board.
- 1.9. “Managed Devices” means any Equipment and/or Customer-Owned Devices, including but not limited to those devices known, unknown, or later added to the Agreement by the Customer, that the Customer contracts the Company to manage, service, secure, perform network administration over, and other similar services.
- 1.10. “OEM” means the original equipment manufacturer.
- 1.11. “Page” means a standard, single-sided 8.5” x 11” piece of printer paper.
- 1.12. “Services” means the services the Company will provide, as described on any one (1) or more Schedules.
- 1.13. “Software” means proprietary software (including documentation relating to such software) owned or licensed by Company, or which Company has a right to sublicense under this Agreement, where software is either provided to Customer under this Agreement or is used by Customer in connection with the Services.
- 1.14. “Standard Business Hours” means the Company’s hours of operation, which are 9:00 AM – 5:00 PM CST, Monday through Friday, excluding Federal and Company-observed holidays.
- 1.15. “Standard Print” means a printed Page with ink or toner coverage in the amount of five percent (5%) or less.
- 1.16. “Supplies” means toner supplies, such as printer ink, toner cartridges, and other ancillary printing supplies provided by the Company, and storage media.
- 1.17. “Taxes” means all taxes (including without limitation, sales, use and personal property taxes, excluding only taxes based on Company’s income), levies, assessments, license and registration fees and other governmental charges relating to this Agreement.
- 1.18. “Term” means the period during which the Agreement is effective, including the initial term and renewal term(s), if any.
- 1.19. “Tools” means certain proprietary software, including but not limited to Data Collection Agents and those provided by OEMs, that are installed on Customer’s network and utilized by the Company in performing its obligations under the Agreement.

2. AUTO-REPLENISHMENT & SUPPLIES.

- 2.1. Company shall provide Supplies to Customer for the Equipment identified in one (1) or more Schedules for the duration of the Term. Customer covenants and agrees that Company shall be Customer’s preferred supplier of Supplies for the duration

of the Term. Pricing for the Supplies and/or maintenance is fixed during the Term, which is subject to modification by the Company in the event the cost of the Supplies from the OEM and/or Company maintenance costs increase.

- 2.2. Depending on the contracted Services, Company may maintain, service, and auto-replenish the Supplies for the duration of the Term. Company shall respond to service calls in accordance with Section 3 herein.
- 2.3. Company may utilize a Data Collection Agent to assist in Company's Services, maintenance, and auto-replenishment of the Supplies. Company will install the selected Data Collection Agent and pay for the licensing fees and costs associated with the Data Collection Agent. Company reserves the right to select the Data Collection Agent in its sole discretion, and at any time during the Term, Company may utilize a different Data Collection Agent. Customer remains solely responsible for the service, maintenance and security of any Customer-Owned Devices on which the Data Collection Agent is installed. In the event Customer elects not to utilize a Data Collection Agent, meter readings shall be subject to Section 9.2.
- 2.4. The following items are expressly excluded from any Company service and maintenance obligations: replacement parts for Equipment or Customer-Owned Devices; consumables; media, including but not limited to paper, staples, and the like; and labor arising from, related to, or made necessary by improper use, management or supervision of the Equipment or Customer-Owned Devices, failure to provide a suitable installation environment, including but not limited to adequate power, air conditioning or humidity control, accidents and disasters, including but not limited to fire, flood, water damage, excessive snow or ice, wind, and lightning; old, faulty or defective electrical sources, equipment and cabling; and malfunctioning Customer-Owned Devices, cables and other external equipment.
- 2.5. All orders received during Standard Business Hours shall be shipped via UPS Ground from one of the Company's domestic distribution centers. All goods shall be shipped F.O.B. to the Customer-identified "Ship To" location. If Customer requests expedited shipping, the cost of second day, overnight, or other non-standard shipping will be billed to Customer.

3. BREAK FIX SERVICES.

- 3.1. Break Fix Services may be initiated by the Tools for networked Managed Devices or by Customer calling Company directly.
- 3.2. Customers must assist Company with remote solve efforts, including talking with a service representative to detail the issue, attempt recommended actions to resolve it and, if not resolved remotely, schedule an appointment for a service technician to perform on-site Break Fix Services.
- 3.3. If a device fault cannot be resolved remotely, Company will dispatch a service technician to perform on-site Break Fix Services on or before the next successive business day after a call is received and preliminary troubleshooting has been completed remotely. On-site Break Fix Services are provided during Standard Business Hours. Break Fix Services exclude repairs due to: (i) misuse, neglect, abuse or operation of a Managed Device outside the OEM's specifications; (ii) failure of the Customer to comply with the OEM's published specifications; (iii) act of God or other force majeure event; (iv) relocation, alterations, or use of options, accessories, service or supplies not provided by Company; (v) failure to perform any Customer obligations identified in one (1) or more Schedules; or (vi) acts or omissions of Customer or any party not affiliated with Company.
- 3.4. If Company determines that a Managed Device is beyond repair, or is classified by the OEM as service discontinued, or parts or Supplies are no longer commercially available, Customer may (i): replace the device at its own expense with a device that is then supported by the OEM, or (ii): notify Company to delete the device from the Agreement.
- 3.5. Replacement parts may be new or used and all removed, replaced parts become Company's property and obligation to properly dispose, should Customer opt to do so.
- 3.6. If a maintenance kit or drum is required for a Managed Device, Company will provide Customer with the drum or maintenance kit component(s). Drums and maintenance kits are included in Schedule pricing. Technicians are not dispatched for preventative maintenance or cleaning or for installation of maintenance kits or drums if such items are designated as a Customer replaced unit. If Customer desires to have a Company technician install an item designated as a CRU, then a separate hourly rate will be charged at \$159.00 per hour, per technician, with a minimum of one hour.
4. CUSTOMER MAINTENANCE. Customer shall designate at least one (1) suitable, key operator of the Customer-Owned Devices and the Equipment that will be obligated to perform ongoing, day-to-day maintenance and care to such devices. Company will train the suitable, key operator(s) as to how to properly use any contracted Equipment, resolve printer jams, identify appropriate cleaning and dusting methods, replenish toner, printer paper and other OEM-defined user replaceable Supplies ("Customer's Maintenance Obligations"). Customer shall remain solely responsible for Customer's Maintenance Obligations during the Term, and Customer shall bear the risk of loss or damage, beyond normal wear and tear, due to: Customer's improper use of Customer-Owned Devices and/or Equipment; Customer's failure to timely perform Customer's Maintenance Obligations; or damage occasioned by Customer's use of unauthorized Supplies.
5. SHORT-TERM RENTALS. Notwithstanding anything herein to the contrary, the Parties may enter into short-term rentals of Equipment. During the Term, which shall be less than one (1) year, will provide certain Supplies and perform limited Break Fix Services as identified on the Short Term Rental Schedule. At the end of the Term, Customer may elect to purchase

the leased Equipment at a cost to be determined at that time. Either Party may terminate a Short Term Rental Schedule upon thirty (30) days' written notice to the other Party.

6. NON-STANDARD PRINTING. For the duration of the Term, Customer shall be limited to activities that result in a Standard Print. To the extent that Customer engages in excessive, abusive, or unreasonable printing outside the scope of the Agreement, or Customer engages in non-Standard Printing, the Company reserves the right to submit additional billing invoices to the Customer for such excessive, unforeseen costs.
7. ADVANCE INSPECTION. Company reserves the right to inspect any and all Managed Devices and/or Customer-Owned Devices to evaluate its mechanical condition and operability. Any Managed Devices or Customer-Owned Devices that are identified, in the Company's sole discretion, as requiring immediate repair or replacement must be repaired or replaced prior to commencing Services on such unit. Customer may elect to have the Company repair or replace a Customer-Owned Device at a rate of \$159.00 per hour, per technician, plus the cost of any replacement parts or equipment, or the Customer may elect to have the unit excluded from this Agreement.
8. INVOICING AND PAYMENTS.
 - 8.1. Periodically, dependent upon the Services provided, Company shall issue invoices for the Services to the Customer's preferred contact. All invoices are due and payable within thirty (30) days of issuance.
 - 8.2. Customer agrees to pay Company, by the due date as set forth on the invoice, all minimum monthly charges, excess print charges and all other amounts due under this Agreement (including all applicable taxes). Customer agrees to pay the minimum monthly charges each month even if Customer does not make the number of prints included with the minimum monthly charges. Customer may not carry over a credit from any month during which Customer makes fewer than the minimum number of prints. If Company does not receive payment in full on or before its due date, Customer shall pay (i) a fee equal to the greater of 1.5% of the amount that is late or \$25.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month from the due date to the date paid. Customer is responsible for all Taxes. Company may periodically bill Customer for, and Customer agrees to promptly pay any Taxes. Customer authorizes Company to pay any Taxes when and as they may become due, and Customer agrees to reimburse Company promptly upon demand for the full amount (less any estimated amounts previously paid by Customer). Customer will pay Company for any costs incurred, including attorney fees and courts costs, in enforcing the terms of this Agreement.
 - 8.3. Company reserves the right to modify the cost of the Services, Supplies, Break Fix Services, Equipment, or maintenance due to any unforeseen price increases at any time during the Term.
9. THIRD PARTY VENDORS AND TOOLS.
 - 9.1. Company will use the Tools to perform Company's obligations under this Agreement. The Tools are trade secrets. Tools and any related documentation are licensed under a separate click-wrap or shrink-wrap license agreement that Customer must accept at the time of installation. Tools are operated and used only by Company and OEM, and Customer has no right to use, access or operate the Tools. Customer shall not decompile or reverse engineer the Tools. The Tools will be removed by Company at the expiration or termination of this Agreement. Tools facilitate performance of the Services through automatic collection and transmission of data to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner. The automatic data transmission capability does not allow Company or OEM to read, view or download the content of any of Customer's documents residing on or passing through the Equipment, Customer-Owned Devices, or Customer's information management systems.
 - 9.2. In the event the Tools do not generate a meter reading, or Customer has opted to not install a Data Collection Agent, Customer agrees to provide Company with accurate meter readings within a reasonable time of the Company's request, or if mutually agreed upon, to provide the Company with timely access to all Managed Devices so that Company may obtain meter readings as required. In the event a meter reading is not generated by the Tools or, upon request, Customer fails to provide a meter reading within a reasonable time, Company may estimate the reading and bill Customer accordingly, or perform an on-site meter reading at a rate of \$159.00 per hour, per technician.
 - 9.3. Company reserves the right to select any and all third party vendors and licensors, including Data Collection Agents, in its sole discretion, and at any time during the Term, Company may change and utilize a different third party vendor or licensor.
10. SERVICES OUTSIDE SCOPE OF AGREEMENT. At any time during the Term, Customer may request the Company to perform excluded Services on a one-time or ongoing basis. Such additional services, whether deemed necessary or desired during a Break Fix Service visit or otherwise, shall be subject to additional billing and cost to the Customer.
11. RETURN POLICY. Notwithstanding Section 13 herein, Company warrants that all Supplies will be free from material defect for a period of one (1) year from date of purchase. In the event any of the Supplies are determined to be defective, Company, at Company's option, will either refund Customer at the cost of the defective Supplies or replace the defective Supplies. Customer covenants and agrees that Customer shall use the Supplies only as specified by the OEM. Customer's improper use of the Supplies shall void this limited warranty. Unused imaging Supplies, such as ink and toner, may be

returned within ninety (90) days from the date of invoice for credit to the Customer's account, provided the Customer is compliant with this Section 11. To be eligible for a return, all products must be packaged in the original protective outer box and be in resalable condition, as determined in the Company's sole discretion. All returns must have a return merchandise authorization ("RMA") number associated with the Supplies, which can be obtained by contacting the Company's Client Services department at (888) 928-6637 or e-mailing the Customer Returns Department at returns@nextdayplus.com. Customer is responsible for returning the approved items to the Next Day Plus warehouse and for all associated shipping and/or handling costs. Some special orders may not be returned or may require a restock fee of up to twenty percent (20%). All sales on hardware, such as printers, copiers, VOIP products, and IT products, are final and not subject to return.

12. INDEMNIFICATION.

- 12.1. Company and/or OEMs, as is applicable, will defend, and pay any settlement agreed to by the OEMs or any final judgment for, any claim that the Tools infringe a third party's U.S. intellectual property rights. Customer must promptly notify Company and the OEMs of any alleged infringement and permit Company and OEMs to direct the defense. Neither Company nor the OEMs are responsible for any non-litigation expenses or settlements unless Company and OEMs pre-approve them in writing. To avoid infringement, Company may modify or substitute an equivalent Tool, or obtain any necessary licenses. Company is not liable for any infringement based upon a modification of the Tools to Customer's specifications or the Tools being used by Customer in a manner not permitted by this Agreement.
 - 12.2. Notwithstanding Section 12.1, above, this limited indemnification does not include any and all claims, costs, damages, actions, destruction, loss of data, data integrity issues, and/or other loss sustained by Customer caused by third party software and/or other licensed material installed on the Equipment and/or Customer-Owned Devices.
 - 12.3. Customer further agrees to defend, indemnify and hold harmless Company from and against any loss, damage or costs (including reasonable attorney's fees) incurred in connection with claims made or brought against Company by a third party arising from or relating to: (i) any act, error, omission, fault, negligence, or misconduct of Customer or any user of the Services, Software or Company Equipment, whether authorized or unauthorized by Customer; (ii) Customer's breach of any obligation, warranty, representation, or covenant of this Agreement; (iii) any claim by any employee or invitee of Customer or user other than a claim based on the gross negligence or willful misconduct of Company; (iv) any claim by any customer of Customer, end user or other third party relating to, or arising from, Customer Data or Customer's use of the Services, Software or Company Equipment; or (v) violation of any Applicable Laws by Customer or any Customer employee, contractor or agent.
13. LIMITATION OF LIABILITY. The Services will be performed in a skillful and workmanlike manner. NEITHER OEMS NOR COMPANY MAKE ANY OTHER WARRANTIES AND BOTH OEMS AND COMPANY DISCLAIM ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Any liability for any cause of action whatsoever shall be limited to amounts paid by Customer under this Agreement. This limitation shall apply regardless of the form of action, whether contract or tort, including without limitation negligence actions, provided, however, that this limitation shall not apply to damages resulting from personal injury caused by Company's negligence. In no event shall OEMs or Company be liable to Customer for any special, indirect, incidental, consequential, exemplary or punitive damages in any way arising out of or relating to this Agreement. Notwithstanding anything to the contrary in this Agreement, OEMs shall not be liable to Customer or be responsible to provide any Break Fix Services or Supplies in the event that Company is in breach of its agreement(s) with the OEMs, third party vendors, or licensors. Customer covenants and agrees that it has read the terms of service of any such third party vendor, and expressly assumes the risk of any damage, destruction, loss of data, data integrity issues, or other loss sustained by Customer caused by third party software and/or other licensed material installed on the Equipment and/or Customer-Owned Devices. Customer shall also hold the Company harmless due to its use, improper use, or inability to use Company Supplies or Equipment, or subjecting the Managed Devices, Equipment, or Customer-Owned Devices to unusual physical or electrical stress.

14. CONFIDENTIALITY.

- 14.1. Customer's is solely responsible for removal of all confidential information contained on the Equipment or Customer-Owned Devices prior to Company servicing and/or receiving possession of the equipment. If the confidential information is not removed, it may become in the possession of Company or a third party. Company hereby disclaims responsibility and liability for any and all damages caused in whole or in part by Customer's failure to (1) remove confidential documents from the scan trays and output bins (2) remove confidential information from the Equipment or Customer-Owned Device's hard drive or (3) to comply with an applicable State or Federal law concerning the protection and non-disclosure of confidential information.
- 14.2. In addition, the Parties acknowledge that each are individually the owner of valuable trade secrets and other confidential information. It is further acknowledged that in performance of the Services certain proprietary and confidential information may be incidentally disclosed to the other Party. The Parties agree that, except as permitted and directed by the Company or Customer, the Company's and Customer's respective directors, managers, employees, agents, representatives, third party vendors, and subcontractors will not at any time during or after the term of this Agreement disclose any proprietary or

confidential information, procedures, or strategies to any person or company, or permit any person or company to examine or make copies of any reports or documents prepared. Upon the termination of this Agreement, each Party will return all physical confidential and proprietary information in possession or control that contain or relate to such confidential information, including all materials and deliverables, such as working papers, reports, and data, provided to, developed by or prepared as part of this Agreement, unless it is part of a deliverable included in the Customer's contracted solution. To the extent that a copy of such proprietary or confidential information is in the digital possession of either Party, the possessing Party shall destroy any such digital copies and files at the termination of this Agreement.

- 14.3. The following information shall not be deemed confidential information: (a) information that was, at the time of disclosure to it, in the public domain; (b) confidential information becomes published or otherwise becomes part of the public domain through no fault of the receiving Party; (c) such information was already in the possession of the receiving Party at the time of disclosure without being subject to another obligation of confidentiality; (d) the information was received after disclosure from a third party who had a lawful right to disclose such information or materials to it; (e) the information was independently developed by the receiving party without reference to or use of confidential information of the furnishing Party; (f) the information was required to be disclosed to any regulatory body or court having jurisdiction over either Party or any of their respective affiliates and/or clients; or (g) that disclosure is necessary by reason of applicable legal, accounting or regulatory requirements beyond the reasonable control of the receiving Party.
- 14.4. In the case of any disclosure pursuant to (f) or (g), above, to the extent practical, the disclosing Party shall notify the other Party in advance of the required disclosure and at the cost of the non-disclosing Party, shall use commercially reasonable efforts to assist the non-disclosing Party in obtaining a protective order covering such disclosure. If such a protective order is obtained, such information and materials shall continue to be deemed to be confidential information.
15. **NON-SOLICITATION OF COMPANY EMPLOYEES.** Customer shall not solicit Company's employees for hire, as an employee, independent contractor or representative, any Company employees, agents, or representatives that have worked directly or indirectly with the Customer and/or have appeared on-site at any Customer location or place of business. In the event Customer breaches this provision, Customer shall be deemed to have committed a material breach of this Agreement. An employee, agent, or representative shall be rebuttably presumed to have been solicited by Customer in the event such Company employee, agent, or representative leaves Company's employment and engages in a business relationship with Customer within one year of Customer's most recent contact with a Company employee, agent, or representative. In such event, Customer shall be invoiced for thirty percent (30%) of such employee's, agent's, or representative's annual salary at the time of departure from the Company. Customer covenants and agrees to pay said invoice upon receipt. The Parties stipulate that Company's loss of a valuable employee, agent, or representative is impossible to quantify, and thus, the 30% liquidated damages sum set forth herein is agreed by the Parties to be a fair and equitable in light of such material breach.
16. **FORCE MAJEURE.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused or occasioned by or results from causes beyond the reasonable control of the affected Party, including but not limited to fire, floods, embargoes, war, acts of war or terrorism, insurrections, riots, strikes, lockouts, labor shortages and disturbances, government-mandated shutdowns, governmental executive orders or similar decrees, industry-wide shipping or production delay, international pandemics such as COVID-19 (commonly known as the novel Coronavirus), or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.
17. **UNKNOWN DEVICES.** Any and all Managed Devices, Equipment or Customer-Owned Devices that which the Company will provide Services to and on that are replaced, added, or were unknown by the Company and become identified after the effective date of the Agreement shall be automatically incorporated into the Agreement, provided that such devices shall be subject to additional billing to the Customer in an amount to be determined at the time of replacement, addition, or identification.
18. **TERMINATION.**
- 18.1. Company may terminate any one (1) or more Schedules with Customer immediately upon the occurrence of an Event of Default, or the Company may opt not to renew the Term at any time within sixty (60) days of the Term's expiration upon written notice to customer.
- 18.2. Customer may terminate this Agreement without cause, upon thirty (30) days' written notice, provided however that in the event of any termination that does not coincide with the end of the Term, Customer will pay Company a termination fee, follows: (a) for any one (1) or more Schedule that provides only for fees without allotments (i.e., pages or toners paid by actual usage), the termination fee will equal 85% of the average monthly fee paid by Company to Customer during the Term of the Agreement, multiplied by the number of months remaining in the Term, or (b) for any one (1) or more Schedule that provides for fees with allotments, the termination fee will equal the highest invoiced amount to Customer for the Equipment since the beginning of the Term, which is then multiplied by the number of months then remaining in

the Term, or \$1,000.00 per device listed on all active Schedules, whichever is greater. Customer may not, however, terminate this Agreement during the last twelve (12) months of the Term.

19. DEFAULT.

19.1. In the Event of Default by Customer, Company may do any or all of the following, at Company's option: (a) terminate this Agreement, (b) require Customer to pay to Company, on demand, an amount equal to the sum of (i) all amounts then due and past due, (ii) amount equal to the highest invoiced amount to Customer for the Equipment since the beginning of the Term multiplied by twelve months, and (iii) all other amounts advanced by the company or may thereafter become due to a third party, and/or (c) exercise any other remedy available to Company at law or in equity. Customer shall further reimburse Company on demand for all reasonable expenses of enforcement, including, without limitation, reasonable attorneys' fees and costs.

19.2. In the Event of Default by the Company, the Customer may terminate this Agreement.

20. ACCOUNT MAINTENANCE. An account executive will be assigned to Customer's account and will be the ongoing point of contact with respect to all ordering, billing and shipping inquiries. In the event Customer's account executive is temporarily unavailable, Customer may call 708-478-1000 during Standard Business Hours to address any needs, including returns, damaged products, or order status inquiries. Email support is also available at the addresses below:

General Inquiries	info@nextdayplus.com
Tracking	tracking@nextdayplus.com
Returns/Damaged Product	returns@nextdayplus.com

21. ASSIGNMENT. CUSTOMER SHALL NOT SELL, ASSIGN, OR OTHERWISE TRANSFER (collectively, "TRANSFER") THIS AGREEMENT, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF COMPANY. Any attempted assignment or delegation without the prior written consent of Company shall be void. Although the OEMs are not a party to this Agreement, the respective OEMs are a third party beneficiary of this Agreement. Customer acknowledges that Company may, without notice to Customer, Transfer this Agreement to the respective OEM or a third party reseller of respective OEM products.

22. LOSS AND DAMAGE. Customer bears the risk of loss and damage to the Equipment and/or Customer-Owned Devices, and Customer shall continue to perform its obligations even if such items become damaged or suffers a loss.

23. PUBLICITY. Neither Party will initiate making the terms or existence of this Agreement public or otherwise issue a press release, advertisement or promotion regarding Customer's purchase or use of goods or Services covered by this Agreement without the prior written approval of the other Party except that: (i) either Party may make disclosures required by legal, accounting or regulatory requirements; (ii) Company may refer to Customer in customer lists and/or correspondence with prospective customers; and (iii) Company may refer to this Agreement in communications with investors or prospective customers. Customer Marks are and shall remain Customer's exclusive property. Company, on its behalf and on the behalf of all of its employees, agents or contractors, acknowledge that nothing in this Agreement shall serve to transfer any ownership rights in the Customer Marks. Any and all use of Customer Marks by the Company (if any) is subject to the prior written approval of Customer.

24. EXPORT CONTROLS. Customer agrees to comply fully with all relevant export laws and regulations of the United States, including the U.S. Export Administration Regulations, administered by the Department of Commerce. Customer also expressly agrees that it shall not export, directly or indirectly, re-export, divert, or transfer any portion of Services, Equipment or Software to any destination, company, or person restricted or prohibited by U.S. export controls.

25. NOTICES. Notices must be in writing and will be deemed given five (5) days after mailing, or two (2) days after sending by nationally recognized overnight courier, to the other party's business address, or to such other address designated by either party to the other by written notice given pursuant to this sentence.

26. GOVERNING LAW. Any action related to this Agreement shall be governed by the laws of Illinois without regard to choice of law principles and any litigation hereunder shall take place in the state or federal courts located in Will County Illinois. Each term hereof shall be interpreted to the maximum extent possible so as to be enforceable under applicable law.

27. MISCELLANEOUS. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. The failure of either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or the right thereafter to enforce each and every provision hereof. No waiver by either party, either express or implied, or any breach of these terms or conditions shall be construed as a waiver of any other term or condition. The provisions of this Agreement that by their nature continue in

effect shall survive the termination or expiration of this Agreement. The Agreement represents the final and only agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. The Agreement can be changed only by a written agreement between the parties. In the event of any conflict between the terms hereof or any one (1) or more Schedules, the terms of the Schedule with the latest effective date shall control. Customer hereby represents to Company that this Agreement is legally binding and enforceable against Customer in accordance with its terms.