

1. **PARTIES AND RELATIONSHIP.** These Standard Purchase Order Terms & Conditions ("Terms") have been entered into by INSTANT WEB, LLC (d/b/a IWCO DIRECT), a Delaware limited liability company, with primary offices at 7951 Powers Blvd., Chanhassen, MN 55317 ("IWCO"), on behalf of itself and its Affiliates, and you ("Supplier"), wherein "Supplier" refers to the company, individual, entity or organization that has entered into and to whom an IWCO purchase order has been or will be issued and addressed. The term "Affiliate" refers to any entity directly or indirectly controlled by or controlling IWCO.

IWCO and Supplier (each, a "Party" and collectively, the "Parties") are contractors independent of one another and nothing in these Terms or any purchase order is intended to or will constitute that either Party is an agent, legal representative, or partner of the other for any purpose. The Parties shall be independent contractors in the performance of services under these Terms and nothing herein is intended or may be construed to make either party the employee, agent (except as otherwise provided for herein), partner, or representative of the other. Except as otherwise provided for herein, including, but not limited to, Supplier's performance of the Services, neither Party shall represent to any third party that they are the employee, agent, partner, or representative of the other Party, nor does either Party have an express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other Party.

2. **PURCHASE ORDER SCOPE AND ORDER OF PRECEDENCE.** Supplier agrees to provide IWCO with equipment, tools, hardware, software, products, goods, materials, and/or services, or any combination thereof (hereafter "Products" or "Services", as the case may be) as described in an IWCO-issued Purchase Order. "Purchase Order" or "PO" means any supplemental document (physical or electronic) issued by IWCO that IWCO uses to order Products or Services from Supplier. Each Purchase Order forms a separate agreement that incorporates these Terms by reference and upon acceptance of a PO, shipment of Products, and/or the initiation of Services, Supplier shall be bound by these Terms and the PO. If the Parties have executed a master services agreement, statement of work, data processing addendum, confidentiality agreement, or other mutually signed agreement covering the same subject matter (each, a "Superseding Agreement"), the Superseding Agreement will control over these Terms for the applicable Products or Services. Any purchase order issued by IWCO is for administrative convenience and does not amend or supersede any applicable Superseding Agreement unless it expressly states that it amends such agreement and is signed by both Parties. To the extent the Product listed on a Purchase Order is software or other Intellectual Property ("IP"), or there is software or IP contained in the Products, any appropriate license terms or terms of use for such software or IP (if applicable) will be mutually agreed to by the Parties. As used hereafter in these Terms, the term "Order" is used interchangeably with the terms "Purchase Order" or "PO" and shall be construed accordingly.

Supplier may not supplement, modify, condition, or make its performance subject to any Supplier-provided quotation, acknowledgment, invoice, online terms, click-through terms, shrink-wrap terms, delivery document, sales form, estimate, or other terms unless expressly agreed in a writing signed by IWCO's authorized representative. IWCO objects to and rejects any additional, different, or conflicting Supplier terms, whether provided before or after issuance of an Order and whether included in printed, electronic, online, or other materials, except for routing or delivery instructions expressly permitted under Section 13 (Shipping). No such Supplier terms will become part of these Terms or any Order by course of performance, course of dealing, usage of trade, acceptance of Products or Services, payment, access to software, or any other act or omission by IWCO unless expressly agreed in a writing signed by IWCO's authorized representative.

Both Parties agree the issuance of an Order (or Change Order) in electronic form shall be binding to the same extent as a written original signature and shall constitute an "original" document when printed from electronic files or records maintained in the normal course of business.

3. **ORDER CHANGES.** Any change to an Order agreed to by the Parties will apply only to the specific Order to which it relates and will not apply to, modify, or carry forward to any other Order unless expressly agreed to in writing by IWCO.
- A. **BY IWCO.** IWCO may, at any time, request or direct changes to an Order, including changes to: (a) specifications or other requirements for the Products or Services; (b) quantities; (c) methods of shipment, routing, or packaging; (d) delivery dates or locations; and/or (e) the suspension, cancellation, or reduction of work, Products, or Services, in whole or in part (each a "Change Order"). In such an event, IWCO will give written or electronic notice to Supplier prior to shipment of the applicable Products or performance of the Services, and Supplier shall promptly comply with any such direction. If Supplier believes a requested change will increase or decrease Supplier's cost or time of performance, Supplier must promptly notify IWCO in writing, with reasonable supporting detail, no more than seven (7) business days after receiving the request and before beginning the changed work. Supplier waives any claim for a price, schedule, or other adjustment if Supplier begins the changed work or fails to provide timely written notice. No price increases, schedule extensions, substitutions, extras, overruns, expedited fees, cancellation fees, or other additional charges will be binding on IWCO unless expressly approved in advance in a written Change Order signed by IWCO's authorized representative.
- B. **BY SUPPLIER.** To be valid and binding on IWCO, any change, waiver, amendment, substitution, extra, overrun, price adjustment, schedule adjustment, or other modification requested, proposed, or asserted by Supplier must be approved in advance in writing and signed by an authorized representative of IWCO's Purchasing or Supply Chain Management departments. Supplier may not rely on course of performance, course of dealing, verbal approval, shipment, performance, acceptance, or payment as approval of any Supplier-requested change.
4. **SUBCONTRACTORS.** Supplier shall not assign any Order (in whole or in part), delegate any obligation, or subcontract any material portion of the Products or Services without IWCO's prior written consent, which IWCO may grant, condition, withhold, delay, or revoke in its sole

discretion. If approved by IWCO, Supplier remains fully responsible and liable for each approved subcontractor and its acts, omissions, performance, products, services, deliverables, personnel, suppliers, subcontractors, and lower-tier subcontractors as if performed directly by Supplier. Any approved assignment or subcontract is at Supplier's sole cost and does not relieve Supplier of any obligation, liability, warranty, indemnity, confidentiality, information security, compliance, or audit obligation under these Terms. Approval applies only to the specific Order and subcontractor approved and does not apply to any future Order or subcontractor. Before engaging any approved subcontractor, Supplier shall ensure it is qualified, licensed, authorized, complies with all applicable Laws, and is bound by written obligations at least as protective of IWCO as described in these Terms, including confidentiality, information security, compliance, and audit rights. Any assignment, delegation, or subcontract entered into in violation of this Section is null and void and constitutes a material breach of these Terms.

5. **SPECIFICATIONS AND INSPECTIONS.** All Products and Services Supplier provides to IWCO must comply with the applicable Order and all specifications and requirements, unless IWCO authorizes a change in a signed Change Order. IWCO may inspect and test Products and Services at any time and place, using methods determined by IWCO. If inspection or testing occurs at Supplier's premises, Supplier shall provide reasonable facility access and assistance for the safety and convenience of IWCO's inspectors at no additional charge.
6. **SAMPLES AND PROOFS.** If an Order requires tests, samples, or proofs, Supplier will not start production or forward quantity shipments until IWCO has received, reviewed, and approved them in writing, which review and approval shall be at IWCO's sole discretion.
7. **REJECTIONS.** If any Products or Services are defective, inaccurate, delayed, incomplete, or otherwise fail to conform to the applicable Order, specifications, written instructions, or these Terms, IWCO may reject them and require Supplier, at Supplier's sole cost and expense, to promptly re-perform the Services, repair or replace the Products, provide reasonably required expedited service, issue an appropriate credit or refund, and reimburse IWCO for reasonable, documented, commercially necessary mitigation costs. IWCO's inspection, testing, payment, use, or acceptance does not waive any rights or remedies for latent defects, nonconformities, or Supplier's breach. IWCO is not required to pay for rejected Products or Services, and Supplier bears all risk and expense of return, replacement, re-performance, or disposal of nonconforming Products or Services.
8. **PRICING.** Supplier shall furnish the Product and Services called for by the Order at the price(s) stated in the Order, subject to adjustment only under Section 3 (Order Changes). If an Order is placed on an open price basis, and absent a Superseding Agreement, Supplier shall not bill IWCO price(s) higher than the price last charged or quoted by Supplier for the same or substantially similar Products or Services unless IWCO authorizes the higher price in a duly signed writing. Supplier represents that the prices it charges for the Products and Services are the lowest prices charged by Supplier to buyers purchasing the same or similar Products and Services in quantities and under circumstances comparable to those specified in the applicable Order. Unless otherwise agreed to by the Parties in writing, all Services invoiced at an hourly rate shall be billed in quarter-hour increments.
9. **OTHER CHARGES.** No charges will be allowed for taxes, import duties, delivery or transportation, installation, packaging, packing, returnable containers, documentation, media, or extra charges of any kind (e.g., charges for Order processing, overtime, holiday rates, boxing, cartage, expedited services, special transportation, or changes or cancellations of an Order unless agreed to in the Order or approved by IWCO in writing. All sales, use, excise or similar taxes to be paid by IWCO must be itemized separately on invoices.
10. **QUANTITY.** Unless adjusted by IWCO under Section 3 (Order Changes), Supplier must deliver only the quantities of Products stated on each Order. IWCO may reject and return any excess quantities at Supplier's expense, and IWCO shall not be liable for any such excess quantities.
11. **PACKING.** All shipments must be packed and packaged according to specifications or, if not covered in specifications, in a manner that permits efficient handling, protects against damage, and complies with delivery carrier requirements. Damage to Products or delays in delivery caused by improper packaging will be Supplier's sole responsibility, and at Supplier's sole cost and expense.
12. **DELIVERY.** Time is of the essence for all Orders. Supplier will ship and deliver Products and perform Services on the date(s) specified in the Order unless changed by a Change Order under Section 3 (Order Changes). Delivery delays will be excused only if (a) the delay is caused by strike, fire, riot, act of God, act of public enemy, or other unforeseeable causes beyond Supplier's control and without Supplier's fault or negligence, and (b) Supplier promptly notifies IWCO in writing after discovering that a delay has or will occur, giving all pertinent information concerning the cause and the steps Supplier is taking or will take to mitigate additional delays. If Supplier fails to deliver Products or perform Services by the time or dates in the applicable Order, IWCO may, without liability and in addition to its other rights and remedies, (y) require Supplier expedite performance and delivery at Supplier's sole expense, and/or (z) terminate the applicable Order by giving written notice to Supplier effective immediately upon Supplier's receipt of such notice. If IWCO terminates, IWCO may arrange for completion of performance or purchase alternative products from other sources.

Unless an Order provides otherwise, Supplier shall not deliver Products more than seven (7) days before the agreed delivery date. IWCO may, in its discretion, reject and return early deliveries at Supplier's risk and expense or charge Supplier for any additional costs sustained as a result of the same. No provision in any Order for the delivery of Products in installments shall be construed as making Supplier's obligations severable.

13. SHIPPING. Supplier is responsible, at its sole cost and expense, for facilitating the delivery of Products in the most economical manner that meets agreed delivery dates unless IWCO provides other routing instructions, which Supplier must follow whether stated in the Order, on file with Supplier, or communicated verbally by IWCO.

- A. SHIPPING COSTS.** Unless otherwise specified in the Order, Supplier shall, as between Supplier and IWCO, be solely responsible for all shipping and insurance costs, including packing, boxing, crating, cartage, and freight costs. Supplier shall bear all expenses associated with loss of or damage to any Product before acceptance by IWCO, and Supplier shall bear risk of loss for Products or Services until IWCO accepts them after inspection occurs, as provided for herein (and if Products or Services are rejected, fail after inspection, or are otherwise deemed defective, then, risk of loss remains with Supplier). Shipments sent C.O.D. without the written consent of IWCO will not be accepted and will be at Supplier's sole risk.
- B. DOCUMENTATION.** All bills of lading and shipping memoranda must be delivered to IWCO by the Product delivery date. All invoices, packages, package labels, packing slips, and other Order correspondence must include the Order number, contract number, Supplier name and number, IWCO's stock number or part number, if shown on the Order, and any additional information communicated by IWCO to Supplier.

14. IWCO PROPERTY. Any property owned by IWCO and furnished to Supplier in connection with one or more Orders, including, without limitation, equipment, special tools, paper, envelopes, components, other materials, or work in progress ("Property"), shall be used only to fill the requirements of the applicable Order(s), and shall remain IWCO's property. In addition, all special tools and equipment either (a) identified as a reimbursable item in the Order, or (b) specifically acquired by Supplier to perform the Order where the costs of such items are amortized or otherwise recovered through the price of the Products, shall become IWCO's property upon payment from IWCO.

Supplier will: (a) use IWCO's Property only to fill Orders for IWCO; (b) keep it segregated and marked as IWCO's Property; (c) maintain it in good condition, ordinary wear and tear excepted; (d) bear all risk of loss or damage to it while in Supplier's custody or control; (e) at its sole expense, insure it for its replacement cost, with loss payable to IWCO; (f) reimburse IWCO, upon demand, for all damages, costs, or expenses IWCO suffers or incurs relating to damage to the Property; and (g) when instructed by IWCO, deliver the Property to any person IWCO designates, in good condition, ordinary wear and tear excepted. All Property is subject to repossession, retrieval, or removal by IWCO upon written notice to Supplier.

If excess Property is delivered to Supplier and Supplier consumes more than has been allotted or what was otherwise communicated by IWCO to consume, or more than what was reasonably expected for the applicable Order(s), Supplier will reimburse, at its sole cost and expense, IWCO for such excess consumption at the then-current market rate for the Property, plus all reasonable and documented IWCO expenses for reordering, reproduction, and redelivery of the Property consumed in error, including any taxes or expedited manufacturing or delivery fees if required.

15. INVOICE AND PAYMENT TERMS, INVOICE DISPUTES.

- A. INVOICE TERMS.** Supplier shall submit invoices in the form and format required by IWCO. Unless otherwise agreed to in writing, Supplier shall issue invoices only after delivery and acceptance of the applicable Products or Services by IWCO. Each invoice must reference IWCO's Order number, separately identify authorized freight, taxes, and other relevant charges, and include reasonable supporting documentation requested by IWCO.
- B. PAYMENT TERMS.** IWCO shall pay undisputed amounts reflected on a valid invoice within sixty (60) days after IWCO's receipt of such invoice, unless the Parties agree to different payment terms on the face of the corresponding Order or Superseding Agreement. IWCO has no obligation to pay any amount until it receives a valid invoice prepared in accordance with these Terms and the applicable Order. Payment of an invoice will not constitute acceptance of any Products or Services or waive any rights or remedies available to IWCO. If IWCO is unable to pay such undisputed amount due to an act of god, labor shortage, pandemic, epidemic, event of force majeure, hurricane, earthquake, or any other event or condition beyond IWCO's reasonable control (collectively, a "Force Majeure Event"), IWCO's time to pay such undisputed amount shall be tolled until the Force Majeure Event ends. IWCO may, in its sole discretion, dispute, contest, or otherwise refute any invoice amount. Supplier shall not assess late fees, interest, suspension rights, collection costs, or other penalties unless expressly agreed in a written agreement signed by IWCO.
- C. INVOICE DISPUTES.** IWCO may dispute, contest, offset, or withhold payment of any invoice amount, in whole or in part, pending resolution of the dispute. IWCO will use commercially reasonable efforts to notify Supplier of the basis for the dispute, but failure to do so will not waive IWCO's right to dispute or offset amounts. Disputed amounts will not accrue late fees, interest, penalties, suspension rights, or collection costs. Supplier shall continue performing during any dispute unless IWCO terminates the applicable Order or otherwise directs in writing. Supplier shall promptly issue corrected invoices, credits, or refunds as reasonably requested by IWCO to resolve disputed amounts.

16. TAXES. Each Party will be responsible for any personal property taxes on property it owns or leases, for any franchise and privilege taxes on its respective business, and for taxes based on net income or gross receipts of their business. No sales, use, or other taxes shall be added to an invoice if the Products or Services are exempt from such assessment by law. Should IWCO claim an exemption from any sales, use, or other tax, IWCO shall provide Supplier with copies of tax exemption certificates.

17. **SET-OFF.** IWCO shall be entitled at all times to deduct or set-off any amounts Supplier owes to IWCO against any amounts IWCO owes to Supplier.
18. **NON-ASSIGNMENT.** These Terms and each Order bind and benefit the Parties and their permitted successors and assigns. Supplier may not assign, delegate, sublicense, or otherwise transfer any Order, in whole or in part, without IWCO's prior written consent. Any prohibited assignment or attempted assignment shall be null and void.
19. **INSURANCE.** Supplier will maintain sufficient insurance coverage to protect itself and IWCO from risks and claims that may arise from or in connection with Supplier's obligations hereunder, whether such obligations are performed by or on behalf of the Supplier, including as applicable: (a) Commercial General Liability, (b) Business Automobile Liability, (c) Property Damage, (d) Employer's Liability and Workers' Compensation, (e) Professional Liability/Error and Omission, (f) Pollution/Environmental Liability, (g) Third-Party Crime, (h) Cyber/Network Privacy & Security, and (i) Umbrella Liability. Except where prohibited by Law, Supplier agrees to waive its rights to recover and its insurers' rights of subrogation and rights to recover against IWCO and its Affiliates.
- A. **CERTIFICATES OF INSURANCE.** Supplier will provide IWCO with certificates of insurance upon request and will endeavor to promptly notify IWCO in writing of any threatened or actual cancellation of applicable insurance coverages hereunder during Supplier's performance under an Order.
- B. **SUBCONTRACTOR INSURANCE.** Unless IWCO agrees otherwise in writing, Supplier shall require each subcontractor approved by IWCO under Section 4 (Subcontractors) to maintain insurance coverage substantially consistent with the coverages required of Supplier hereunder. Supplier remains responsible for any deficiencies in subcontractors' insurance coverages; however, Supplier may alternatively elect to (a) insure their subcontractors' actions under Supplier's own insurance policies, where applicable, and/or (b) modify their subcontractors' insurance requirements as long as the requirements are not below customary industry-standard insurance coverage limits.
- C. **INSURANCE LIMITS OF LIABILITY.** The availability or unavailability of insurance coverage shall not limit, modify, or otherwise impact Supplier's obligations or liabilities hereunder. Supplier's insurance obligations are in addition to, and not in lieu of, Supplier's other obligations hereunder, and Supplier's liability to IWCO will not be limited by coverage amounts or any other limitations in these Terms.
20. **INDEMNITY.** Supplier shall, at its own expense, defend, indemnify and hold harmless IWCO and its Affiliates, and their respective directors, members, officers, shareholders, affiliates, affiliated entities, employees, customers, and agents (collectively, the "Indemnitees") from and against all claims, losses, damages, judgments, costs, awards, liabilities, suits, fees, and expenses, including attorneys' fees (collectively, "Claims" or "Indemnification Costs") that the Indemnitees may suffer or incur arising out of or related to: (a) Supplier's breach of any of the terms and conditions contained in these Terms, including any representation or warranty contained herein; (b) any allegation that any of the Products or Services, or IWCO's use thereof, constitutes an infringement, contributory infringement, or violation of any third party intellectual property or proprietary rights; (c) any breach by Supplier of its: (i) confidentiality obligations; (ii) obligations to comply with Laws; or (iii) obligation to pay any related costs or expenses owed in respect of any personnel or contractors of Supplier; (d) any bodily illness and injury, death, tangible property damage and theft, to the extent caused by Supplier's negligent or willful acts or omissions; or (e) Supplier's introduction of a "computer virus", or other malicious contaminant into IWCO's environment. The Indemnitees will promptly notify Supplier of any Claim, and Supplier will defend the Indemnitees at the Indemnitees' request. Supplier may settle any Claim for which Supplier is responsible at its sole expense, provided the settlement does not subject IWCO to any costs, expenses, damages, additional liability, or obligation and contains an unconditional and full release of liability favoring the Indemnitees. IWCO reserves the right to participate in the defense and/or settlement of any Claim. Supplier shall pay all damages awarded against Indemnitees for which Supplier is responsible. If IWCO is unable to use a Product or Service because of a Claim that such use infringes a third party intellectual property right, Supplier will, at its own expense: (x) procure for IWCO the right to continue using such Products or Services; (y) substitute other products or services of like capability; or (z) replace or modify such Products or Services so they become non-infringing while retaining like capability. If none of the foregoing options is possible, Supplier shall refund all fees paid by IWCO for such infringing Products or Services. Notwithstanding the foregoing, or anything to the contrary contained herein, Supplier shall immediately, and upon demand, reimburse IWCO for the Indemnification Costs.
21. **WARRANTIES.** These Terms incorporate all implied and express warranties available under the Uniform Commercial Code ("UCC") for Products under an Order and all express warranties for Services under an Order. These warranties remain in effect for the longest of: (a) one hundred eighty (180) days after IWCO's acceptance; (b) any longer period in the Order, (c) a writing signed by IWCO, Supplier's written warranty, or Product documentation; or (d) any longer manufacturer or third-party warranty period; provided, that warranties for latent defects and any manufacturer or third-party warranties shall remain in effect for any longer applicable period. Commodity, consumable, or off-the-shelf Products may have a shorter period only if expressly stated in the Order or another writing signed by IWCO. Supplier shall pass through all available warranties from manufacturers and other third parties.

In addition to any other warranties herein, Supplier represents and warrants: (a) it will perform all Services diligently, competently, professionally, and in a commercially reasonable manner, using sufficient qualified personnel; (b) no Products, deliverables, or Services, or IWCO's use thereof, will infringe, misappropriate, or otherwise violate any intellectual property rights or other rights of a third party; (c) Products or Services that include software, web hosting, software-as-a-service (SaaS), or other technology services will be free from malware,

viruses, disabling code, and other harmful contaminants and comply with applicable Laws and agreed security requirements; (d) for one hundred-eighty (180) days after IWCO notifies Supplier that it has accepted any Products or Services, Supplier will, at IWCO's option and Supplier's sole cost, promptly correct, repair, replace, or re-perform any defective or nonconforming Products or Services, but this 180-day limit does not apply to latent defects; and (e) Supplier personnel are solely employees or independent contractors of Supplier or its subcontractor and are not IWCO's employees or agents for federal, state, or local tax or any other purposes, and are not entitled to compensation from IWCO or IWCO employee benefits. Supplier will, and will cause its subcontractors to, withhold and pay all applicable taxes, benefits, and insurance for such personnel and is solely responsible for compliance with all immigration, visa, work-authorization, and E-Verify Laws and requirements, including verifying and securing the work eligibility of all Supplier personnel and ensuring that they hold appropriate and valid visas or other work authorizations for the jurisdiction in which they will work, each valid for at least the anticipated duration of the applicable Order.

22. **DAMAGES; REMEDIES.** IWCO's remedies are cumulative and in addition to any remedies available under these Terms, any Order, any Superseding Agreement, at law, or in equity. Supplier shall be responsible for reasonable, documented, and commercially necessary costs, losses, damages, expenses, re-procurement charges, mitigation costs, and attorneys' fees arising out of or relating to Supplier's breach, delay, defective or nonconforming Products or Services, or failure to comply with these Terms or an Order. IWCO may recover costs incurred to obtain substitute products or services, provided that IWCO will use commercially reasonable efforts to mitigate damages where required by applicable law.
23. **LIMITATION OF IWCO'S LIABILITY.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 29 (TERMINATION) OF THESE TERMS, IWCO WILL NOT, UNDER ANY CIRCUMSTANCES BE LIABLE TO SUPPLIER, ITS EMPLOYEES, REPRESENTATIVES, AGENTS, SUPPLIERS, OR SUBCONTRACTORS FOR ANY ANTICIPATED OR LOST PROFITS OR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES RELATED TO PRODUCTS, SERVICES, AN ORDER OR ITS TERMINATION. IWCO'S LIABILITY FOR ANY CLAIM ARISING DIRECTLY OR INDIRECTLY UNDER OR IN CONNECTION WITH AN ORDER WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES SET FORTH ON THE FACE OF THE APPLICABLE ORDER GIVING RISE TO THE CLAIM. IWCO SHALL HAVE NO LIABILITY FOR PENALTIES, LATE FEES, INTEREST, OR COLLECTION COSTS OF ANY KIND.
24. **CONFIDENTIALITY.** If the Parties have entered into a non0disclosure or confidentiality agreement ("NDA"), a Superseding Agreement, or other written agreement containing confidentiality, data protection, or information security obligations, those obligations will control to the extent they cover the applicable subject matter. Otherwise, Supplier shall protect as confidential all nonpublic information relating to IWCO, its Affiliates, customers, suppliers, business, pricing, specifications, data, systems, materials, work product, and operations, whether disclosed before or after the applicable Order and whether disclosed orally, visually, electronically, or in writing ("Confidential Information"). Supplier may use Confidential Information solely to perform the applicable Order and may disclose it only to personnel and approved subcontractors who have a need to know and are bound by written obligations at least as protective as these Terms. Supplier shall not copy, disclose, reverse engineer, use, sell, transfer, or otherwise exploit Confidential Information for any purpose other than performance for IWCO. Supplier shall promptly return or securely destroy Confidential Information upon request, completion, expiration, or termination of the applicable Order, and certify destruction upon request. Supplier shall notify IWCO promptly of any unauthorized access, use, or disclosure. Information disclosed by Supplier to IWCO in connection with an Order is not confidential unless expressly labeled as confidential or agreed in writing by IWCO, and any inconsistent Supplier documents, materials, communications, or markings create no obligation on IWCO. Supplier's obligations under this Section survive indefinitely for trade secrets and for so long as the information remains confidential for all other Confidential Information.
25. **COMPLIANCE WITH APPLICABLE LAWS.** Supplier shall comply with all federal, state, county, local, and foreign laws, rules, regulations, ordinances, executive orders, codes, and industry requirements (collectively, "Laws") applicable to Supplier, the Products, the Services, and Supplier's performance under any Order, including laws relating to privacy, data security, consumer protection, marketing communications, employment, immigration, anti-bribery, sanctions, export controls, environmental matters, workplace safety, and accessibility. Supplier shall not take or omit any action that would cause IWCO, its Affiliates, or its customers to violate applicable Laws. Supplier shall obtain and maintain all permits, licenses, consents, approvals, and authorizations required to perform the applicable Order and, upon request, will provide reasonable documentation of compliance with this Section.
26. **EQUAL OPPORTUNITY.** Supplier shall comply with 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a), which prohibit discrimination against qualified protected veterans and individuals with disabilities, and against all individuals based on race, color, religion, sex, sexual orientation, gender identity, or national origin. These regulations also require prime contractors to take affirmative action to employ and advance individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability. To the extent applicable, the employee notice requirements in 29 CFR Part 471, Appendix A to Subpart A, are incorporated by reference into these Terms.
27. **COMPLIANCE WITH POLICIES AND INSTRUCTIONS.** Supplier will comply with IWCO policies and instructions applicable to the Services and made available to Supplier.
28. **USE OF NAME, PUBLICITY.** Except as expressly permitted in these Terms or otherwise authorized in writing by IWCO, Supplier is not permitted to use or refer to the names, logos, trademarks, trade names, or other marks of IWCO or its Affiliates, any Order details, Supplier's relationship with IWCO or its Affiliates, or the fact that Supplier has furnished, is furnishing, or will furnish Products or Services to IWCO, in any public

release, advertisement, publication, sales material, customer list, or other material shared with any third party, whether publicly or confidentially.

- 29. TERMINATION.** IWCO may terminate any Order, in whole or in part, for convenience on written notice to Supplier, and may terminate immediately for cause on written notice if Supplier breaches these Terms, fails to perform under the applicable Order, becomes insolvent, ceases doing business, or presents a material risk to IWCO's business, customers, data, or operations. Upon termination, Supplier shall immediately stop work on the terminated portion of the Order, mitigate costs, preserve and deliver completed or in-process Products, return or destroy IWCO Property and Confidential Information as directed, and cooperate in reasonable transition activities requested by IWCO. For a termination for convenience, Supplier's sole compensation is payment for conforming Products or Services accepted by IWCO before termination, plus reasonable, documented, unavoidable out-of-pocket costs directly caused by termination and approved by IWCO in advance or expressly identified in the applicable Order. Supplier is not entitled to lost profits, lost revenue, unabsorbed overhead, consequential damages, cancellation fees, or other termination charges. IWCO may offset any amounts Supplier owes IWCO against amounts otherwise payable to Supplier.
- 30. SURVIVAL.** Provisions of these Terms or an Order that by their nature should survive termination or expiration will survive, including warranty, infringement, confidentiality, dispute resolution, liability, limitation of liability, and indemnification obligations.
- 31. WAIVER.** No waiver or failure by IWCO to exercise any right under these Terms or an Order waives that right on any other occasion or waives any other right.
- 32. GOVERNING LAW AND VENUE.** These Terms and each Order are governed by the internal laws of the State of New York, without regard to conflicts-of-law principles and excluding the Uniform Computer Information Transactions Act and the United Nations Convention on Contracts for the International Sale of Goods. The Parties irrevocably consent to exclusive jurisdiction and venue in the state and federal courts located in New York County, New York, for any dispute arising out of or relating to these Terms or any Order, and each Party waives any objection based on forum non conveniens or improper venue. EACH PARTY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, CLAIM, COUNTERCLAIM, OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS, ANY ORDER, OR THE PARTIES' RELATIONSHIP. The prevailing Party in any action or proceeding will be entitled to recover its reasonable attorneys' fees, costs, and expenses.
- 33. DISPUTE RESOLUTION.** The Parties will make good faith efforts to resolve any disputes under these Terms before pursuing litigation. During any dispute, the Supplier will continue performance as required by these Terms and any Order, unless IWCO agrees otherwise in writing or terminates the Order or applicable Services at issue. Neither Party must comply with this Section when seeking injunctive relief.
- 34. RIGHT TO AUDIT.** Supplier shall maintain accurate and complete records relating to its performance, charges, compliance, subcontractors, and handling of IWCO data or property for at least five (5) years from creation, or longer if required by applicable Law or an applicable Superseding Agreement. Upon reasonable notice, IWCO or its designee may audit Supplier's relevant books, records, systems, facilities, controls, and supporting documentation to verify compliance with these Terms, any Order, applicable Laws, and data security or confidentiality obligations. Audits will be conducted during normal business hours with minimal disruption. Supplier shall cooperate fully and shall cause approved subcontractors to cooperate. If an audit identifies overcharges, noncompliance, or deficiencies, Supplier shall promptly remediate the issue, refund or credit overcharges, and reimburse IWCO for reasonable audit costs to the extent the audit reveals material noncompliance or overcharges.
- 35. NON-EXCLUSIVITY AND ALTERNATIVE SOURCE.** Nothing in these Terms or any Order precludes IWCO from obtaining products or services similar or comparable to the Products and Services from another source, or from developing similar products or services, subject to Supplier's rights in and to its confidential information and intellectual property, if applicable.
- 36. NOTICES.** All notices, approvals, waivers, and other communications hereunder (other than routine operational communications) must be in writing and are deemed given (a) when delivered by hand, (b) two (2) business days after being given to an express courier with reliable tracking, or (c) five (5) business days after mailing by United States first class mail, postage prepaid, to the addresses of the parties in the applicable Order; provided, however, that a copy of any Supplier-initiated notice to IWCO of a materially important matter (such as the sale or insolvency of Supplier, or alleged breach of these Terms) must also be sent to IWCO's Chief Production Officer:

IWCO
ATTN: Chief Production Officer
7951 Powers Blvd.
Chanhassen, MN 55317-9502

An additional copy of all notices or communications required under these Terms must also be sent to IWCO's counsel at Reed Smith LLP, 599 Lexington Avenue, New York, New York 10022, Attention: Joseph J. Tuso.

Routine operational communications are not legal notices and may be sent to the Parties using any contact information provided in the course of performance.

- 37. NO THIRD PARTY BENEFICIARIES.** Except as expressly set forth in these Terms, these Terms and each applicable Order are for the sole benefit of the Parties hereto and their successors and permitted assigns, and no other person or entity has any legal or equitable rights hereunder.
- 38. ENTIRE AGREEMENT; CHANGES; SEVERABILITY.** These Terms, the applicable Order, and any applicable Superseding Agreement are the entire agreement between the Parties for the Products and Services and supersede all prior and contemporaneous related proposals, negotiations, representations, understandings, and communications relating to that subject matter. No amendment, modification, waiver, supplement, or authorization is binding unless it expressly identifies these Terms or the applicable Order and is signed by authorized representatives of both Parties. Supplier's quotations, acknowledgments, invoices, online terms, click-through terms, shrink-wrap terms, delivery documents, or other forms do not amend, supplement, or supersede these Terms or any Order. If any provision is deemed invalid, void, or unenforceable, the remaining provisions remain in full force and effect and will be enforced to the fullest extent permitted by law.
- 39. HEADINGS AND INTERPRETATION.** Section headings are for convenience only and do not affect the interpretation of these Terms or any Order. All Orders are deemed drafted by both Parties. Unless the context requires otherwise: (a) 'including' means 'including, but not limited to'; (b) 'may' means a Party has the right, but not the obligation, to do something, and 'may not' means a Party has no right; (c) 'will' and 'shall' mean the applicable Party is required to act or comply; (d) 'written' or 'in writing' do not limit the notice requirements in the provision entitled 'Notices'; and (e) use of words in the singular includes the plural and vice versa, as the context requires.