



GENERAL TERMS AND CONDITIONS OF PURCHASE

THESE GENERAL TERMS AND CONDITIONS OF PURCHASE (this "Agreement") apply to the purchase of products and services by Waupaca Foundry, Inc. ("Buyer") from the entity selling the products and services ("Seller") (Buyer together with Seller, the "Parties", and each a "Party"). The Parties agree as follows:

1. Products and Services. This Agreement sets forth the terms and conditions governing the provision of the products (the "Products") and services (the "Services") by Seller to Buyer as described in one or more purchase orders issued by Buyer to Seller from time to time. No terms or conditions contained in any sales order, quotation, proposal, acknowledgement, invoice, or other communication from Seller that differ from or add to this Agreement and the applicable purchase order shall be binding or applicable. Each purchase order shall be deemed to be incorporated as part of this Agreement once it has been accepted by Seller electronically or by any other commercially reasonable means of acceptance, including by provision of Products, performance of Services, or otherwise. If any terms of a purchase order and the terms of the rest of this Agreement conflict, the terms of the rest of the Agreement control.

2. Price; Payment Terms. The full, fixed purchase price for the Products and Services, including without limitation, performance of all of Seller's obligations under this Agreement, is set forth in the applicable purchase order. Unless Buyer otherwise agrees in writing in advance, Buyer will pay Seller the purchase price within ninety (90) days after Buyer's receipt of an accurate invoice for the Products and Services following delivery of all Products and performance of all the Services. Upon and during any breach of this Agreement by Seller, Buyer may withhold payment of the purchase price.

3. Taxes. Except for those taxes expressly identified in a purchase order as being payable by Buyer, Buyer shall not be liable for, and Seller shall pay, all federal, state, local and foreign (i.e., non-U.S.) taxes, duties, tariffs, customs, assessments and other fees and charges of any nature whatsoever imposed by any governmental authority arising in connection with the sale, purchase, transportation, use, performance, delivery or possession of the Products and Services.

4. Time for Performance. Time is of the essence in the performance of this Agreement. Seller acknowledges that any timelines for performance set forth in a purchase order are critical, and Seller will meet any and all timelines or other deadlines provided to it by Buyer.

5. Acceptance. The Products and Services shall be subject to inspection, evaluation and testing by Buyer at any reasonable time and from time to time before, during and after delivery and performance. Seller shall provide Buyer with access to its own and its subcontractors' facilities for such purposes. Notwithstanding any payment that may be made, the Products and Services shall not be deemed accepted until such inspection, evaluation and testing demonstrate to Buyer's satisfaction that the Products and Services conform to all applicable terms of this Agreement. Title and risk of loss for all Products shall remain with Seller until Buyer accepts the Products.

6. Warranties. Seller represents and warrants that the Services will be performed in a professional and competent manner in accordance with industry standards and to the reasonable satisfaction of Buyer, using properly qualified, trained and supervised employees of Seller; provided, however, that where a purchase order specifies a particular standard or criterion for performance, this warranty shall not diminish that standard of performance. Seller will not use any third party material in the course of providing the Services, without such third party's express written consent. Seller further represents and warrants that all Products will (a) be free from defects in workmanship, design, and material; (b) be in conformance to applicable specifications as specified by Buyer; (c) be fit for their intended purpose; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances; and (f) not infringe any third party intellectual property. The Products will not contain any third party or open-source material unless Seller has obtained such third party's express written consent and provides Buyer with written notice of such material and all third party terms applicable to such material, which terms are acceptable to Buyer. The Products will not contain any viruses, worms, time bombs, license management systems, malware, spyware, or other malicious code.

7. Remedies for Warranty Defect and Other Deficiencies. In the event any of the Products or Services shall be unsatisfactory, defective or inferior in quality, or shall not conform to Buyer's specifications or any other requirements set forth in this Agreement (including, without limitation, Seller's warranties), Buyer, at its option and in addition to any other right and remedies to which it is entitled under this Agreement, applicable law, or otherwise, may (a) require Seller, at its sole cost and expense, to repair or replace the non-conforming Products or to re-perform the non-conforming Services properly, or (b) require Seller to refund the fees paid for said non-conforming Products or Services. Buyer may also refuse to accept further delivery of Products or performance of Services under this Agreement.

8. Indemnification by Seller. Seller will indemnify, defend, and hold harmless Buyer and its affiliates, and its and their respective officers, directors, employees, agents, successors, and assigns (the "Buyer Indemnified Persons"), from and against any and all claims, and all losses, liabilities, damages and expenses arising from or related to such claims, of whatever kind or nature, that may be imposed on, incurred by or asserted against Buyer or the other Buyer Indemnified Persons as the same relate to or arise out of: (a) any allegation that any of the Services, the operation, possession or use of any of the Products, or the receipt or use of any Services by Buyer or its affiliates infringes any third party's intellectual property rights; (b) any negligent act or omission or willful misconduct by or on behalf of Seller or any Seller personnel (whether a subcontractor or subcontractor employee, or an employee or agent of Seller); (c) breach or alleged breach of any of Seller's representations or warranties contained in this Agreement; (d) any defect or deficiency in any of the Products or Services provided under this Agreement; or (e) any fraudulent misrepresentation by Seller. The obligations of the Seller under this Section are continuing and shall survive the expiration or earlier termination of this Agreement.

9. Limitation of Liability. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING FROM THIS AGREEMENT OR ITS PERFORMANCE OR BREACH, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Changes. Buyer, upon written notice to Seller, may make changes in the Products and Services to be provided by Seller pursuant to the Agreement, and Seller shall provide the Products and Services in accordance with the changes so requested by Buyer. To the extent any such change increases or decreases the cost of, or the time required for, the performance of the Agreement, Seller or Buyer, as the case may be, shall be entitled to a reasonable and equitable adjustment in the price and/or delivery schedule; provided, however, that under no circumstances shall Buyer be responsible for any materials or components purchased by Seller in excess of the quantities released or for the fabrication of parts in advance of the lead times necessary to provide the Products and Services in accordance with the terms set forth in the Agreement. The burden of proving entitlement to any adjustment under this Section shall be borne by the party requesting the adjustment. Any claim for adjustment by Seller



under this Section must be made within thirty (30) days after Buyer delivers the written notification of the change, and otherwise shall be deemed waived. Price increases or extension of delivery schedules shall not be binding upon Buyer unless evidenced by a change order issued and signed by an authorized officer of Buyer.

11. **Buyer's Property.** Buyer may from time to time deliver, or cause to be delivered, to Seller component parts, supplies, machinery, tools, raw materials and/or other equipment and property owned by Buyer (collectively, "Buyer Property"). Seller shall use the Buyer Property only in connection with the provision of the Products and Services pursuant to the Agreement or in such other manner as Buyer may request in writing from time to time. Seller shall at all times store the Buyer Property in a secure, covered, and locked area at the facility to which it is shipped or at such other location as Buyer may approve in writing from time to time. Seller shall not provide any of its employees, or any other person or entity, with access to any of the Buyer Property, except for those employees of Seller who have a definable need to access the Buyer Property to permit Seller to use the Buyer Property as authorized in this Section. Seller shall protect and care for the Buyer Property in the same manner as Seller protects and cares for its own valuable property. Legal and beneficial title to the Buyer Property shall at all times remain solely with Buyer. Seller shall maintain a system under which the Buyer Property is clearly identified as Buyer's property and is kept separate and distinct from any other property in Seller's possession, and take such other actions as Buyer may reasonably request to protect Buyer's ownership rights in the Buyer Property. Seller shall not transfer any interest in, or otherwise deliver possession of, any Buyer Property to any person or entity other than to Buyer or such other person or entity as is designated by Buyer in writing. At any time and from time to time upon Buyer's request, Seller shall return all or the specified portion of the Buyer Property to Buyer or such other person or entity as is designated by Buyer in writing, in any case in accordance with the shipping instructions provided by Buyer. Seller shall return the Buyer Property in the condition in which it was received by Seller, except for ordinary wear and tear and except to the extent the Buyer Property is incorporated into Products provided to Buyer pursuant to the Agreement or is consumed in the normal production of such Products. Seller's responsibility with respect to the Buyer Property shall be that of a bailee, and Seller shall indemnify and hold harmless Buyer and the other Buyer Indemnified Persons from and against any loss of or damage to any Buyer Property that occurs prior to delivery of possession of the Buyer Property to Buyer or such other person or entity as is designated by Buyer in writing.

12. **Intellectual Property Rights.** Except as otherwise provided in a purchase order, all Products are and will remain the sole and exclusive property of Buyer as "works made for hire" pursuant to 17 U.S.C. §101 and §201(b) for which Buyer is deemed the author and copyright owner. To the extent any Products are not deemed "works made for hire," Seller hereby assigns, and agrees to assign, to Buyer all right, title and interest in and to any and all such Products, whether or not protected by statute, that are conceived, created, made, developed or acquired by Seller in the performance of its obligations under this Agreement. Seller will cooperate with and assist Buyer in the application for and the execution of any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark or other protection for any portion or component of the Products as Buyer deems appropriate. Seller will treat all Products as Proprietary Information (as defined below) of Buyer. Except as otherwise provided in a purchase order, all of Seller's intellectual property that (i) existed prior to the effective date of this Agreement and was developed or acquired by Seller outside the scope of any contract between Seller and Buyer or any of its affiliates or (ii) is developed by Seller on or after the effective date of this Agreement and outside the scope of this Agreement or any other contract between Seller and Buyer or any of its affiliates, is and will remain the sole and exclusive property of Seller. Seller hereby grants to Buyer and its affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up right and license to make, have made, use, sell, reproduce, distribute, modify, display, access, import, export and sublicense any of Seller's intellectual property as provided to Buyer or incorporated in any Products or Services, and as necessary for Buyer or any of its affiliates to exercise its rights in and to use the Products and Services.

13. **Insurance.** During this Agreement and for a period expiring three (3) years after delivery of all the Products and performance of all the Services, Seller, at its sole cost and expense, shall procure and maintain the insurance coverages and coverage levels, in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies, as reasonably required from time to time by Buyer to insure the Buyer Property and/or to protect Buyer from Seller's failure to comply with its indemnification and other insurable obligations under the Agreement, including, at a minimum, those insurance coverages set forth below, with the minimum limits set forth below:

Commercial General and Products Liability:	
bodily injury and/or property damage:	USD \$1,000,000 each occurrence
general policy aggregate:	USD \$2,000,000
products/completed operations aggregate:	USD \$2,000,000
Excess and/or Umbrella Liability:	USD \$2,000,000 per occurrence /
	USD \$2,000,000 aggregate

Seller shall also maintain at its sole cost and expense Workers' Compensation Insurance in amounts not less than the statutory requirements in the state or other jurisdiction where the work is performed, even if such coverage is elective in that jurisdiction. The Commercial General Liability, Product Liability and Excess/Umbrella Liability insurance shall contain coverage that is admitted on a global basis or not otherwise restricted from paying claims globally, in all territories and countries, including the United States of America. In all cases, all insurance policies required to be maintained by Seller shall provide for the waiver of the insurer's right of subrogation against Buyer. All policies of insurance shall name Buyer as an additional named insured and provide for at least thirty (30) days' prior written notice of cancellation or modification to be given to Buyer. At any time and from time to time upon Buyer's request, Seller shall promptly provide Buyer with certificate(s) of such insurance or other evidence satisfactory to Buyer as to Seller's compliance with this Section. Seller's compliance with this Section shall not release Seller from, or limit in any way, Seller's obligations or liabilities under this Agreement.

14. **Facility Rules.** To the extent any employees, agents, suppliers or subcontractors of Seller are required to enter Buyer's facility to perform Seller's obligations under the Agreement, Seller shall cause such employees, agents, suppliers or subcontractors to abide by any applicable rules that Buyer may have in effect or hereafter put into effect at such facility, including, without limitation, rules relating to workers, safety, use of cameras, security and confidentiality procedures or requirements, designated entrances, hours of work, and the handling of equipment or materials.



15. Proprietary Rights of Buyer. Seller acknowledges that nothing in the Agreement grants or otherwise provides Seller or any of its affiliates with any rights relating to any patent, copyright, trademark, service mark, trade dress, trade secret, or other proprietary right of Buyer or any of its affiliates.

16. Anticipatory Repudiation. If and when Buyer in good faith has reason to question Seller's ability or intent to perform in accordance with the Agreement, Buyer may demand in writing adequate assurance from Seller of Seller's ability and/or intent to perform, and Buyer may suspend performance under the Agreement pending receipt of such assurance. In the event such a demand is made and Seller fails to give Buyer adequate assurance, in form and substance reasonably acceptable to Buyer, within ten (10) days after any such demand, that failure may be treated as a repudiation of the Agreement by Seller, and Buyer may seek or exercise any remedy for such repudiation.

17. Force Majeure. Neither party shall be considered in default in the performance of its obligations under the Agreement if and to the extent and for so long as a Force Majeure Event makes it illegal or impossible to perform those obligations, or, in the case of Buyer only, a Force Majeure Event materially adversely affects Buyer's ability to obtain the full anticipated benefits of this Agreement. The term "Force Majeure Event" shall mean any occurrence beyond the reasonable control of the parties that is not due to the affected party's negligence, and that the affected party could not reasonably be expected to have avoided through the exercise of due diligence, including without limitation an act of God, war, riot, fire, explosion, flood, terrorist act, sabotage, epidemic, pandemic, public health emergency, governmental restrictions on transportation, travel or gatherings, or compliance with governmental laws, rules, regulations, orders or action (but specifically excluding strikes, slowdowns or other work stoppages associated with labor problems, none of which shall excuse any delay or default under this Agreement or constitute Force Majeure Events). In the event of any such Force Majeure Event, the affected party shall notify the other party in writing (such notice to be provided as promptly as possible and in any event within two (2) days after such occurrence), setting forth in the notice its best estimate of the length of any delay, and the affected party shall use all commercially reasonable efforts to overcome the Force Majeure Event and resume full performance as promptly as reasonably practicable; the other party may suspend its performance corresponding to the performance excused due to the Force Majeure Event. In the event of any such excused delay, the time of performance shall be extended for a period equal to the time lost by reason of the Force Majeure Event; provided, however, that if any Force Majeure Event prevents or delays performance of either party's obligations under this Agreement, or materially adversely affects Buyer's ability to obtain the full anticipated benefits of this Agreement, for more than thirty (30) days, Buyer may, at its option, terminate the Agreement without liability to Seller as of a date specified in a written notice of termination give to Seller.

18. Termination. Without limiting any other provision of the Agreement or Buyer's rights under applicable law, Buyer may terminate this Agreement, in whole or in part, upon written notice to Seller, (a) for its own convenience, or (b) in the event Seller (i) breaches any provision of the Agreement, or (ii) ceases to exist, makes an assignment for the benefit of creditors, fails or is unable to pay its debts as they become due, becomes the subject as debtor of any voluntary or involuntary bankruptcy, reorganization, liquidation or insolvency proceeding, or applies for or consents to the appointment of a receiver for itself or any of its property. In the event Buyer terminates the Agreement for its own convenience, Buyer shall pay to Seller all reasonable out-of-pocket costs incurred by Seller in the performance of the Agreement prior to its receipt of the termination notice, as evidenced by reasonable documentation. Upon any termination of the Agreement, whether pursuant to this Section or otherwise, Seller shall transfer title and deliver to Buyer or its designee, in the manner and to the extent requested in writing by Buyer, such completed or partially completed Products, drawings and other information as Seller has produced or acquired in connection with the performance of the terminated part of this Agreement, and Buyer shall pay to Seller all reasonable out-of-pocket costs incurred by Seller prior to Seller's receipt of notice of termination as a result of the production or acquisition of such completed or partially completed Products, drawings and other information, as evidenced by reasonable documentation (provided that Buyer has not previously paid such costs pursuant to the preceding sentence). Except as otherwise expressly set forth in this Section, Buyer shall not be responsible to Seller for any compensation, reimbursement, profits or damages whatsoever as a result of any termination of this Agreement. Seller shall continue performance of the Agreement to the extent the Agreement is not terminated by Buyer.

19. Release of Information. Seller shall not describe or otherwise refer to the existence of this Agreement, the work performed or to be performed under the Agreement or the name of Buyer or any of its affiliates in any press release, public disclosure, web site or other promotional material of any nature whatsoever without the prior written consent of Buyer.

20. Data Privacy and Security. Because the provision of the Products and/or Services may require Seller to receive, store, transmit or manage Buyer Data (as defined below), including without limitation personal information, or to otherwise access Buyer's systems, Seller will ensure appropriate protection and handling of Buyer Data and comply with the Data Privacy and Security Addendum attached hereto and incorporated herein as Exhibit A (the "Addendum"). "Buyer Data" means, collectively, (a) data related to the business of Buyer or its affiliates, and (b) personal information.

21. Fair Practices. Seller shall comply, and shall cause each of its employees, agents, suppliers and contractors to comply, with all applicable federal, state, local and foreign (i.e., non-U.S.) laws, regulations, codes, rules, ordinances, orders and standards, as amended, during and in connection with the performance of the Agreement (in the case of Seller's suppliers and contractors, during and in connection with performance of their obligations to Seller related to the performance of this Agreement). Without limiting the generality of the preceding sentence, **where applicable, Seller shall abide, and shall cause each of its subcontractors to abide, by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination based on their race, color, religion, sex, sexual orientation, gender identity or expression, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, protected veteran status or disability. Seller shall include this paragraph in each subcontract it issues.** Without limiting the generality of the preceding sentences, Seller shall remain, and shall cause each of its suppliers and contractors to remain, in compliance with all environmental, health, safety and labor laws, regulations, codes, orders and standards applicable to the operation and use of the facilities at which Products or Services covered by the Agreement are created, stored, or performed. In addition to its other obligations under this Agreement, Seller shall (a) conduct its business in an ethical and fair manner; (b) maintain facilities for its workers that provide a safe and healthy environment; (c) provide wages and benefits that conform to the prevailing industry standards; (d) not, directly or indirectly, exceed local work hour limits; (e) not, directly or indirectly, use any child labor (i.e., workers younger than 16 years of age or the compulsory age for school attendance) or purchase materials from any person or entity that uses child labor; (f) not, directly



or indirectly, use prison or other forced labor or purchase materials from any person or entity that uses prison or other forced labor; (g) not, directly or indirectly, discriminate on the basis of race, color, national origin, gender, religion, disability, age, sexual orientation or similar factors that are unrelated to a person's ability to perform, or performance of, the applicable task; and (h) cause its suppliers and contractors to comply with the provisions set forth in items (a) through (g).

22. Anti-Bribery and Corruption. Seller acknowledges and understands that Buyer is covered by certain anticorruption laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act. These anticorruption obligations extend to this contractual relationship, Seller, and each of its employees, agents, suppliers, and contractors. Therefore, Seller agrees that it has not and will not offer, promise, pay, or authorize the payment of any money or anything of value, or take any action in furtherance of such a payment, whether by direct or indirect means, to any government official ("government official" includes, but is not limited to, any employee or official of any governmental authority, government owned or controlled entity, or public international organization, or any candidate for political office) or relative of any government official to influence the decision of such government official in his or her official capacity to: (a) induce a government official to do or omit to do any act in violation of his or her lawful duty or (b) induce a government official to use his or her influence with a foreign government or instrumentality to affect or influence any act or decision of such government or instrumentality, or to gain any other improper advantage. It is the intent of the Parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business.

23. Confidentiality. Each Party acknowledges that it may be given access to, or may otherwise acquire, obtain or develop, information and data, including without limitation technical data, customer information, pricing information, equipment, tools, gauges, patterns, prototypes, designs and/or drawings, that are proprietary to the other Party or otherwise are comprised of components, designs or data that are proprietary to the other Party (collectively, the "Proprietary Information"). Neither Party shall (a) use any of the other Party's Proprietary Information for any purpose other than performance of its obligations under this Agreement; or (b) disclose or make available any of the other Party's Proprietary Information to any person or entity other than those of its own employees or agents who have a definable need to have access to such Proprietary Information in order to allow the Party to perform its obligations hereunder. The obligations of the Parties under this Section are continuing and shall survive the expiration or earlier termination of this Agreement, and are also binding on each Party's employees, officers, directors, agents, advisors, and affiliates. Upon expiration or termination of this Agreement, Seller shall return all such Buyer Proprietary Information, including all copies thereof, to Buyer or make such other disposition thereof as may be directed or approved by Buyer in writing. Seller will not make any press release, publication, advertisement, social media or internet post, or other type of announcement arising out of or otherwise relating to this Agreement or any sale of Products and Services to Buyer without Buyer's prior written approval.

24. Assignments. Seller shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement, in whole or in part, voluntarily or by operation of law, without the prior written consent of Buyer; any purported assignment or transfer in violation of this provision shall be void. Any assignment or transfer by Seller of any its rights or obligations under this Agreement shall be made pursuant to a written agreement binding such third party to observe all the requirements of this Agreement. Buyer may assign its rights and obligations under this Agreement, in whole or in part, voluntarily or by operation of law, without the consent of Seller. This Agreement is binding upon, and shall inure to the benefit of, Buyer and Seller and their respective permitted successors and permitted assigns.

25. Non-Waiver of Rights. No waiver by Buyer of any of the provisions of this Agreement or any breach thereof shall be effective unless explicitly set forth in writing and executed by an authorized officer of Buyer. Except as expressly otherwise set forth in the preceding sentence, no action or omission taken pursuant to this Agreement shall be deemed to constitute a waiver by Buyer of compliance with any representations or warranties made by Seller in this Agreement. The waiver by Buyer of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach.

26. Entire Agreement; Amendment. This Agreement (including any and all purchase orders) contains the entire agreement between the Parties relating to the subject matter hereof. No modifications, amendments, or changes to this Agreement shall be valid and binding unless made in writing and signed by authorized representatives of the Parties.

27. Non-Exclusive Rights. The rights and remedies to which Buyer may be entitled to under any provision of this Agreement shall be in addition to any other rights it has under applicable law or otherwise, including, without limitation, any right to specific performance or injunctive relief.

28. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin, U.S.A., excluding conflict of laws principles. THE RIGHTS AND OBLIGATIONS OF BUYER AND SELLER UNDER THIS AGREEMENT SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

29. Governing Language. This Agreement shall be construed and interpreted in accordance with the English language only, which language will be controlling in all respects. No translation, if any, of this Agreement shall have any force or effect in the interpretation of this Agreement or in the determination of the intent of Buyer or Seller.

30. Dispute Resolution and Arbitration. All dispute resolution proceedings, including any arbitration proceedings, will be conducted in English. Within seven (7) days after a written notice of a dispute is received by either Party from the other, Buyer and Seller personnel who are senior (when possible) to the people with responsibility for administering this Agreement and who have the authority to resolve the dispute will meet, at a mutually agreeable time and location, and attempt in good faith to resolve the dispute (the "Initial Executive Meeting"). Except as otherwise described herein, any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, or breach thereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement, and which have not been resolved between the Parties themselves at the Initial Executive Meeting (including instances in which the Parties are unwilling or unable to conduct an Initial Executive Meeting), shall be finally resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") applicable at the time of submission of the dispute, controversy, or claim to arbitration, and the conduct of the arbitration shall be under the authority of the AAA. All arbitration proceedings shall take place before a sole neutral arbitrator in Waupaca County, Wisconsin, unless a different number of arbitrators or a different location is mutually agreed upon by the Parties. Except as mutually agreed by the Parties, or otherwise provided under the Commercial Arbitration Rules of the AAA or under the laws of Wisconsin, there will be no discovery carried out in the arbitration proceedings. Arbitration under this Agreement will be in lieu of all other remedies and procedures available to the Parties, provided that either Party may seek provisional measures (including without limitation, specific performance, preliminary injunctive or other interlocutory relief) prior to the commencement of or during the arbitration proceedings in any court



of competent jurisdiction in order to prevent or address irreparable injury. Each Party will proceed in good faith to conclude the arbitration proceedings as quickly as reasonably possible. The arbitration proceedings will be confidential between the Parties and their respective legal counsel. The arbitrator's determination will be binding and conclusive and the arbitration award may be recognized in any court having proper jurisdiction. Buyer and Seller will each bear its own costs and expenses incurred in connection with the arbitration proceedings, and each Party will pay one-half of the costs and expenses of the arbitration, including the fees and expenses of the arbitrator. Any payments or reimbursements required by the decision of the arbitrator will be made within thirty (30) days following the date of the arbitrator's decision is announced to the Parties. Nothing in this Agreement shall prevent either Party from joining, or bringing a claim against, the other Party in a products liability action or a class action.



Exhibit A
Data Privacy and Security Addendum

This Data Privacy and Security Addendum is made a part of and incorporated into this Agreement to which it is attached.

1. Definitions. Terms capitalized but not otherwise defined herein will have the meanings described in the Agreement. The terms "Business Purpose," "Process," "Personal Information," "Contractor," "Data Controller," "Data Processor," "Service Provider," "Third Parties," "Share" and "Sell" will have the meanings assigned to such terms under the applicable privacy law(s).

2. Restrictions on Personal Information Use by the Seller. Buyer makes Personal Information and other Buyer Data available to Seller exclusively for the necessary Business Purpose of fulfilling the services specified in the Agreement in Seller's capacity as a vendor of Buyer. Seller shall not Sell, Rent, or Share any Personal Information or other Buyer Data. Seller is further prohibited from collecting, retaining, using, or disclosing such Personal Information or other Buyer Data for any purpose other than for the specific purposes of performing the services specified in the Agreement. Seller is prohibited from retaining, using, or disclosing the Personal Information or other Buyer Data outside of the direct business relationship between the Seller and Buyer. Furthermore, Seller may not combine the Personal Information or other Buyer Data that the Seller receives from, or on behalf of, Buyer with Personal Information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer or employee, unless provided under law.

3. Right of Audit. Upon reasonable notice from Buyer, Seller will permit and assist Buyer to monitor the Seller's compliance with the Agreement through regular assessments, audits, or other technical and operational testing at least once every 12 months, at Buyer's option.

4. Restrictions on Personal Information Disclosure by Seller. Where Seller provides to a third party, contractor, or subcontractor access to Personal Information or otherwise engages such third party, contractor or subcontractor, Seller will enter into a written agreement with each such third party, contractor, or subcontractor that (i) imposes obligations on the third party that are at least equivalent to, and as protective as, those imposed on Seller under this Addendum; (ii) requires such third party, contractor, or subcontractor to access, retain, Process, and use Personal Information solely as necessary to provide services to Buyer or to Seller acting on Buyer's behalf; and (iii) prohibits such third party, contractor, or subcontractor from Selling, Renting, or Sharing Personal Information. Further, Seller shall notify Buyer of any engagement of a third party, contractor, or subcontractor, and the engagement shall be pursuant to a written contract binding the third party, contractor, or subcontractor to observe all the requirements of this Addendum.

5. Assistance Responding to Individual Requests. Seller shall assist Buyer in fulfilling its obligations under privacy or other laws to respond to individual requests related to Personal Information, including, but not limited to, promptly fulfilling requests to access, correct, or delete relevant Personal Information and/or to stop selling, sharing, advertising to, profiling or processing Personal Information. Any individual requests that are received directly by Seller with regard to Personal Information shall be promptly forwarded by Seller to Buyer.

6. Data Security. Seller represents and warrants that at all times it shall take all appropriate and necessary technical, organization and physical precautions to protect the security, integrity and confidentiality of the Personal Information and other Buyer Data and protect the same against destruction, loss, theft and unauthorized alteration, access, disclosure, erasure, copying, use or manipulation while such information is in the Seller's possession. Seller will maintain sufficient procedures to detect and respond to any destruction, loss, theft and unauthorized alteration, access, disclosure, erasure, copying, use or manipulation of or attempt to do the same or other security breach involving the Personal Information or other Buyer Data ("Security Event"). Immediately after becoming aware of any actual or suspected Security Event, Seller will notify Buyer of the same and provide all assistance reasonably requested by Buyer, at no additional cost, to investigate, remedy and prevent the recurrence of a Security Event.

7. Data Destruction. Unless retention is otherwise required by law, Seller agrees to return or destroy all data provided by or collected on behalf of Buyer upon the termination of the Agreement or when requested by Buyer.

8. Remedies. A breach of any provision of this Addendum may result in irreparable harm to Buyer, for which monetary damages may not provide a sufficient remedy, and therefore, Buyer may seek both monetary and equitable relief. In the event Seller breaches any of its obligations under this Addendum, Buyer will have the right to terminate the Agreement, or suspend Seller's continued access to or use of any Personal Information, without penalty and immediately upon notice to Seller.

9. Compliance with Law. Seller will comply with all laws, rules, regulations, orders, conventions, and ordinances that apply to it under the Agreement, specifically including, but not limited to the California Consumer Privacy Act and the California Privacy Rights Act and will assist Buyer in complying with its obligations under the same. If at any point Seller cannot comply with the laws, rules, regulations, orders, conventions or ordinance that apply to it under the Agreement, Seller must immediately notify Buyer of the same. Buyer has the right to immediately halt and remediate any suspected improper action or inaction by Seller hereunder, including, but not limited to, the processing of Personal Information.

10. Certification. Seller certifies that it understands and will comply with the responsibilities and restrictions imposed by this Addendum.
