

## MASTER RESELLER AGREEMENT

**THIS WEB-BASED MASTER RESELLER AGREEMENT (“Agreement”) APPLIES BETWEEN ONENECK IT SOLUTIONS LLC D/B/A ONENECK IT SOLUTIONS (“Company” or “OneNeck”) AND THE PERSON, COMPANY OR OTHER ENTITY ENTERING INTO AN EXECUTED ORDER HEREUNDER (“Client”). COMPANY AND CLIENT MAY HEREAFTER BE COLLECTIVELY REFERRED TO AS THE “Parties”, EACH A “Party”.**

1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the following meanings, with such definitions to be applicable to both the singular and plural use of the terms.

1.1 **“Affiliate”** shall mean, with respect to a Party, any Entity at any time Controlling, Controlled by, or under common Control with, such Party, but only as long as such Entity meets these requirements.

1.2 **“Confidential Information”** shall mean, with respect to either party, this Agreement, together with all confidential business or technical information or materials of such party; provided, however, that Confidential Information shall not include information or materials that the Receiving Party can demonstrate: (i) was known to the Receiving Party prior to the date hereof free of any obligation of nondisclosure; (ii) was generally known or available to the public prior to the date of disclosure to the Receiving Party or subsequently became generally known or available to the public through no fault of the Receiving Party; (iii) was lawfully received by the Receiving Party from a third party free of any obligation of nondisclosure; or (iv) is or was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party.

1.3 **“Control”** shall mean the direct or indirect ownership of 50% or more of the capital stock, or other ownership interest if not a corporation, of any Entity or the possession, directly or indirectly, of the power to direct the management and policies of such Entity by ownership of voting securities, by contract, or otherwise. **“Controlling”** shall mean having Control of any Entity and **“Controlled”** shall mean being the subject of Control by another Entity.

1.4 **“Entity”** means any person, corporation, partnership, sole proprietorship, limited liability company, joint venture, or other form of organization, and includes the Parties hereto.

1.5 **“Executed Order”** means a written order, including by executed quote, purchase order, statement of work, email or by other written agreement as executed or agreed to by the Parties, for hardware and/or software that references this Agreement and is executed by the Parties.

1.6 **“Products”** shall mean the software, hardware, and Third Party Services to be provided by Company as reseller under this Agreement.

1.7 **“Third Party”** shall mean any Entity other than the Parties or any Affiliates of the Parties, and, for the avoidance of doubt, includes subcontractors of the Parties and OEMs providing hardware or software or performing Third Party Services hereunder.

1.8 **“Third Party Services”** shall mean the services, functions, and responsibilities described in this Agreement or in any Executed Order to be performed by an OEM, hereunder and in accordance with such Executed Order.

## 2. **PROVISION OF HARDWARE, SOFTWARE AND THIRD PARTY SERVICES.**

2.1 **Executed Orders.** This Agreement applies to each Executed Order for Products provided by Company and agreed to by Company and Client, including by issuance of a purchase order from Client which references a specific Company quote number. Any additional or different terms or conditions in any form delivered by Client or Company are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Company, as a value-added reseller of Products, shall resell and pass through the Products set forth in each Executed Order. Company and the applicable original equipment manufacturer, licensor, vendor or service provider (“OEM”) shall have the authority to determine the manner in which any such Products are to be provided, except to the extent otherwise set forth in an applicable Executed Order.

2.2 **Nature of Relationship.** The Parties’ relationship is non-exclusive. Client may obtain similar hardware or software from any Third Party, and Company may provide any hardware or software to any Third Party without any

restriction hereunder. Third Party Services, such as maintenance services for hardware or software may be provided under this Agreement. Professional services provided directly by Company, such as consulting, will be performed under that certain Master Services Agreement by and between the Parties or, if Client and Company have not executed such agreement the Web-Based Master Services Agreement posted at <http://www.oneneck.com/privacy-and-terms>).

2.3 **OEMs**. Client agrees, acknowledges, and understands that actual manufacture and provision of the hardware and software and actual performance of the Third Party Services, shall be provided and made by the applicable OEMs and may be subject to change as determined by the applicable OEM.

2.4 **Performance by Company's Affiliates**. Client agrees, acknowledges, and understands that actual performance of Company's obligations under this Agreement may be made by Affiliates of Company. For purposes of this Agreement, performance of any such obligations under this Agreement by any Affiliate of Company shall be deemed performance by Company itself.

2.5 **Client's Affiliates**. To the extent set forth in an applicable Executed Order, Company shall resell and pass-through applicable Products to an identified Affiliate of Client. Client shall remain liable for the performance and obligations of any Affiliate receiving any Products hereunder, and, in the event of any dispute, controversy, overdue payment or outstanding obligation due hereunder, Company may enforce such obligation or bring such claim against Client or the applicable Affiliate, in Company's sole discretion.

3. **TERM**. The Term of this Agreement shall apply in accordance with the terms hereof for the duration of any Third-Party Service passed through hereunder. With respect to Hardware and Software, this Agreement shall apply, with respect to an item of hardware or software, until such hardware or software has been delivered, provided, however, that the terms set forth herein shall survive in accordance with the terms hereof.

#### 4. **CHARGES**.

4.1 **Charges**. Client shall pay for the Products invoiced under this Agreement in accordance with each applicable Executed Order.

4.2 **Invoicing**. Company shall invoice all charges in accordance with the applicable Executed Order. Each Executed Order may establish credit, pre-payment or other terms as reasonably determined by the Parties.

4.3 **Taxes**. Client shall pay all sales, use, excise, and other similar taxes assessed as a result of any Executed Order or Statement of Work. Notwithstanding the foregoing, Client shall not be responsible for paying any taxes upon the real, personal, or intangible property of Company, its employees or upon the net income or profits of Company or similar taxes.

4.4 **Due Date**. Client shall pay invoices within thirty (30) days of the receipt of the invoice. Company may require that payment be made prior to delivery of applicable Products or establish credit terms or other requirements if set forth in an Executed Order.

4.5 **Late Payments**. Client's payments hereunder shall be deemed late when Client fails to remit payment, which is not being disputed in good faith, within thirty (30) days of receipt of the invoice. Any late payment shall bear interest at the rate of one and one half percent (1½ %) per month or the maximum rate allowed under law, whichever is lower, or fraction thereof, from the due date until paid in full. Disputed amounts, if the dispute is resolved in favor of Company, shall bear interest from the due date until paid. Notwithstanding any other provision under this Agreement, any undisputed invoice, or undisputed portion thereof, not paid within sixty (60) days may result in an interruption of Third Party Services provided to Client or other remedial action. Such interruption shall not relieve Client from its obligation to pay the undisputed amounts due and owing. Company also reserves the right to assert appropriate liens to ensure payment. Client agrees to reimburse Company its reasonable expenses, including attorney and other fees, incurred in collecting any amounts due and owing to Company.

4.6 **Expenses**. Except to the extent otherwise set forth in this Agreement or in an applicable Executed Order, each Party shall bear its own internal expenses related to the performance of this Agreement.

4.7 **Delivery, Title and Risk of Loss**. Company shall deliver Products FOB Destination at the ship-to address provided on the Executed Order. Title and risk of loss of delivered Products shall pass to Client upon delivery.

5. **TERMINATION.**

5.1 **Under Executed Order.** Either Party may terminate an Executed Order in accordance with the terms provided by the applicable OEM and passed through by Company to the Client, or as otherwise set forth in the Executed Order.

5.2 **For Insolvency.** In addition to the termination rights set forth in Section 5.1, subject to the provisions of Title XI, United States Code, if either Party becomes or is declared insolvent or bankrupt, is subject to any proceedings relating to its liquidation, insolvency, or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, renewal, or readjustment of all or substantially all of its obligations, then the other Party, by giving written notice to such Party, may terminate this Agreement and all outstanding Executed Orders as of the date specified in such notice of termination. Any Termination Fee set forth in an applicable Executed Order or otherwise applied by an applicable OEM shall apply to such a termination of an Executed Order.

6. **LIMITATION OF LIABILITY AND NATURE OF AVAILABLE DAMAGES.**

6.1 **LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES, BE LIABLE TO CLIENT OR ANY OTHER PARTY FOR ANY REASON, WHETHER IN CONTRACT OR IN TORT, FOR ANY DAMAGES ARISING OUT OF OR BASED UPON PERFORMANCE OF, OR DAMAGES CAUSED BY PRODUCTS (INCLUDING THOSE RELATED TO CLAIMS OF INFRINGEMENT UPON A PROPRIETARY RIGHT OF A THIRD PARTY) RESOLD UNDER THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, CLIENT ACKNOWLEDGES THAT ITS SOLE RECOURSE FOR ANY DAMAGES ARISING OUT OF OR BASED UPON PERFORMANCE OF, OR DAMAGES CAUSED BY PRODUCTS RESOLD UNDER THIS THIS AGREEMENT SHALL BE AGAINST THE OEM OF THE APPLICABLE PRODUCT. IN NO EVENT SHALL COMPANY, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES, BE LIABLE TO CLIENT FOR ANY OTHER REASON, WHETHER IN CONTRACT OR IN TORT, FOR ANY DAMAGES ARISING OUT OF OR BASED UPON COMPANY'S ACTS OR OMISSIONS RELATED TO THIS AGREEMENT IN AN AMOUNT EXCEEDING \$500,000, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT.

6.2 **NATURE OF AVAILABLE DAMAGES.** EXCEPT AS ARISING OUT OF AN INTENTIONAL WRONGFUL ACT OF THE PARTY, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES, BE LIABLE TO THE OTHER PARTY UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, LOST PROFITS, CONSEQUENTIAL OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **INDEMNITY.**

7.1 **Indemnity by Client.** Client shall defend, at its own expense, and indemnify and hold Company and its Affiliates, directors, officers, employees, and agents harmless from and against any claim by a Third Party in connection with the performance of this Agreement or any Executed Order to the extent based on: (i) work-related injury or death caused by the Client's negligence; or (ii) tangible personal or real property damage caused by the Client's or its Affiliates' negligence. Client shall be responsible for any costs and expenses incurred by Company in connection with the enforcement of this Section 7.1 including, but not limited to, reasonable attorneys' fees.

7.2 **Indemnity by Company.** Company shall defend, at its own expense, and indemnify and hold Client and its Affiliates, directors, officers, employees, and agents harmless from and against any claim by a Third Party in connection with the performance of this Agreement or any Executed Order to the extent based on: (i) work-related injury or death caused by the Company's negligence; or (ii) tangible personal or real property damage caused by the Company's or its Affiliates' negligence. Company shall be responsible for any costs and expenses incurred by Client in connection with the enforcement of this Section 7.2 including, but not limited to, reasonable attorneys' fees.

7.3 **Indemnity Procedures.** The indemnification obligations set forth in Sections 7.1 and 7.2 are subject to the following conditions:

7.3.1 The Party seeking indemnity ("Indemnitee") shall promptly notify the other Party

(“Indemnitor”) in writing of the claim of which it has notice, provided that the failure or delay to so notify the Indemnitor shall not relieve the Indemnitor from any liability that it may have to Indemnitee hereunder so long as the failure or delay shall not have prejudiced the defense of such claim and then only to the extent that the Indemnitor actually is prejudiced;

7.3.2 Indemnitee allows the Indemnitor to have sole control of the defense of the claim and any settlement negotiations arising out of that claim provided, however, the Indemnitor may not, without Indemnitee’s prior written consent, settle or compromise any claim in a manner that: (A) does not unconditionally release Indemnitee and its directors, officers, employees or agents from all liability and obligation; (B) requires Indemnitee or any of its directors, officers, employees or agents to contribute to any settlement of the claim; (C) requires Indemnitee or any of its directors, officers, employees or agents to take or omit any action; or (D) makes any public statement naming Indemnitee or from which the identity of Indemnitee could reasonably be ascertained; and

7.3.3 Indemnitee shall, at the Indemnitor’s reasonable request and expense, cooperate with the Indemnitor. Indemnitee may participate in the defense and retain counsel of its own choice and expense.

7.4 **OEM Indemnity.** Company shall pass through to Client any and all indemnification provisions available to Client as provided by the applicable OEM.

## 8. **DISPUTE RESOLUTION.**

8.1 **Equitable Relief.** Either Party may seek equitable remedies, including specific performance and injunctive relief, for a breach of the other Party’s obligations under this Agreement. The Parties further agree that violation by one Party of the provisions contained in Section 10 would cause irreparable harm to the other Party not adequately compensable by monetary damages. Thus, in addition to other relief, the Parties agree that temporary and permanent injunctive relief is an appropriate remedy to prevent any actual or threatened violation of such provisions or to enforce such provisions according to their terms. The prevailing party in an action for injunctive relief under this Section shall be entitled to recover its costs of enforcement, including reasonable attorneys’ fees.

8.2 **Party Representatives.** Except for certain emergency judicial relief authorized in accordance with applicable law, which may be brought at any time, the Parties agree that upon receipt of a written notice from either Party of the existence of a dispute between them, the Parties shall submit the dispute for informal resolution to their designated senior management who are not legal personnel. Any dispute remaining unresolved after a period of thirty (30) days after the receipt of such written notice of a dispute by the other Party may be submitted to any court having competent jurisdiction in accordance with Section 8.4.

8.3 **Choice of Law.** The validity, construction, and interpretation of this Agreement and the rights, duties, and obligations of the Parties hereto shall be governed by the laws of the State of Wisconsin.

8.4 **Venue and Jurisdiction.** The Parties hereby irrevocably consent to venue and the personal jurisdiction (to the fullest extent permitted by applicable law) of the state and federal courts located in Madison, Wisconsin for the resolution of any disputes arising hereunder.

9. **DISCLAIMER OF WARRANTIES.** COMPANY RESELLS AND PASSES THROUGH THE PRODUCTS ON AN “AS IS, WHEN AVAILABLE” BASIS. EACH OF THE PRODUCTS MAY BE SUBJECT TO APPLICABLE WARRANTY, END-USER LICENSE, INTELLECTUAL PROPERTY INDEMNITY OR OTHER TERMS AVAILABLE FROM THE OEM OF THE PRODUCT. COMPANY WILL PASS ALL APPLICABLE WARRANTIES, LICENSES, INDEMNITIES AND SUCH OTHER TERMS AS MAY APPLY FROM THE OEM THROUGH TO CLIENT. COMPANY AND CLIENT HEREBY EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED, OR IMPLIED INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, COMPANY DOES NOT REPRESENT OR WARRANT THAT ANY PRODUCT, INCLUDING HARDWARE, SOFTWARE OR THIRD-PARTY SERVICES, WILL BE FREE FROM ERRORS, DEFECTS OR INFRINGEMENT.

## 10. **CONFIDENTIALITY.**

10.1 **Nondisclosure of Confidential Information.** All Confidential Information supplied by a Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) shall remain solely and exclusively the property of the Disclosing Party. Except as expressly authorized herein, as may reasonably be required to perform this Agreement or any

Executed Order or by prior written consent of the Disclosing Party, which consent may be withheld in the Disclosing Party's sole discretion, the Receiving Party shall not use or disclose to any Third Party any of the Disclosing Party's Confidential Information. The Receiving Party shall only disclose the Disclosing Party's Confidential Information to those of its Affiliates, employees and their respective contractors who have a need to know it for the purposes of this Agreement and who have agreed to terms substantially similar to this Section regarding such Confidential Information. Notwithstanding the foregoing, the Parties agree that Company may disclose Confidential Information to its OEMs to the extent necessary to perform its obligations under this Agreement. Each Party shall be responsible for any unauthorized use or disclosure of any of the other Party's Confidential Information received by it and its Affiliates and their respective employees, agents, representatives and consultants.

10.2 **Required Disclosures.** Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent that the Receiving Party is required by any applicable governmental authority to do so; provided that in such event, to the extent permitted by applicable law, the Receiving Party shall notify the Disclosing Party and shall cooperate with the Disclosing Party in any attempt to contest or limit such required disclosure, at the Disclosing Party's sole expense.

10.3 **Explicitly-Included Information.** Without limiting the generality of Confidential Information, Company's information, including computer programs and software, documentation, methodologies, training aids and manuals, and procedures, belonging exclusively to Company shall be treated as Confidential Information and Client shall not disclose, sell, assign, lease, or otherwise make available any such information to any Third Party or Entity, other than its employees who require such information to perform their duties, and shall remain the property of Company, eligible for reuse/resale.

10.4 **Ownership.** Confidential Information will remain the property of the Disclosing Party.

10.5 **Degree of Care.** Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event less than reasonable due diligence and reasonable care shall be exercised.

## 11. **PROPRIETARY RIGHTS.**

11.1 **Generally.** The terms provided by the applicable OEM and passed through by Company to the Client shall apply, provided that additional terms may be set forth in the applicable Executed Order.

11.2 **Data and Confidential Information.** As between the Parties, but subject to any terms and conditions applicable to Products set forth in the applicable Executed Order, each Party shall remain the sole and exclusive owner of its own data and other Confidential Information.

11.3 **Company Knowhow.** Client acknowledges that it has no rights in any software, hardware, systems, documentation, guidelines, procedures, methodologies, and similar related materials or processes, or any modifications thereof, provided by Company. Any intellectual property provided or developed by Company in the course of performance of this Agreement shall be the proprietary property of Company and shall be owned exclusively by Company.

12. **SECURITY AND PRIVACY.** The expense and risk of loss, as between Company and Client, associated with transportation and transmission of data and media, security and privacy issues, shall be borne by Client.

## 13. **MISCELLANEOUS.**

13.1 **Entire Agreement.** This Agreement, together with the Executed Orders entered into hereunder, constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, agreements, and undertakings, whether written or oral, between the Parties with respect to such matter. This Agreement may be amended only by an instrument in writing referencing this Agreement and executed by the Parties or their permitted assignees. Notwithstanding anything to the contrary, any additional purchase orders provided by Client hereunder shall have no cause and effect other than for the price and quantity set forth therein.

13.2 **References.** In this Agreement, "include" and "including" shall mean respectively, "includes, without limitation" and "including, without limitation."

13.3 **Interpretation.** In the event of a conflict between this Agreement and the terms of any amendment or Executed Order, the terms shall be controlling in this order: (i) amendment(s) in reverse chronological order, but solely with respect to the subject matter of such amendments, (ii) this Agreement and (iii) each Executed Order, provided, however, that an Executed Order shall control to the extent the Parties explicitly reference this Section of the Agreement by title (i.e.

“Interpretation” or “Section 13.3”) in such Executed Order that the Executed Order shall control over this Agreement in such instance.

13.4 **Assignment.** Except as otherwise set forth by the applicable OEM terms or end user license agreements, neither Party may assign this Agreement or any rights, obligations, or benefits under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided, however, that either Party may freely assign this Agreement without the prior written consent of the other Party (i) in connection with a merger, corporate reorganization, or sale of all or substantially all of its assets, stock, or securities, or (ii) to any Entity which is a successor to all or substantially all of the assets or the business of the applicable Party. Any assignment in contravention of this Section 13.4 shall be void. This Agreement shall bind, benefit and be enforceable by and against the Parties and their respective successors and assigns. No third party shall be considered a beneficiary of this Agreement or entitled to any rights under this Agreement.

13.5 **Relationship of Parties.** The Parties intend to create a reseller – end user relationship and nothing contained in this Agreement shall be construed to make either Client or Company joint venturers, principals, partners, agents, or employees of the other. No officer, director, employee, agent, affiliate, or contractor retained by Company to perform work on Client’s behalf under this Agreement shall be deemed to be an employee, agent, or contractor of Client. Neither Party shall have any right, power or authority, express or implied, to bind the other. Each Party shall remain responsible, and shall indemnify and hold harmless the other Party, for the withholding and payment of all Federal, state, and local personal income, wage, earnings, occupation, social security, worker’s compensation, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to themselves and their respective employees.

13.6 **Notices.** Except as otherwise specified in the Agreement, all notices, requests, approvals, consents, and other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by (i) first class U.S. mail, registered or certified, return receipt requested, postage pre-paid; or (ii) U.S. express mail, or other, similar overnight courier service to the address of the other Party as stated below. Notices shall be deemed given on the day actually received by the Party to whom the notice is addressed.

Notices to Client shall be given at the address specified on the Executed Order, or if not specified, to the most recent address available to Company.

Notices to Company shall be given as follows:

OneNeck IT Solutions  
525 Junction Road  
Madison, WI 53717  
Attn: Legal Department

with a copy to: Stephen P. Fitzell, Esq.  
Sidley Austin LLP  
One South Dearborn St.  
Chicago, IL 60603  
Fax #: 312.853.7036

13.7 **Publicity.** Neither Party shall be entitled to use the other Party’s name and/or tradename(s) in promotional or marketing materials, or on any listing of its customers, partners, vendors, and/or business affiliations, including but not limited to press releases or other public statements regarding the relationship between the Parties or this Agreement without the prior written consent of the other Party. Any such publicity shall not negatively impact or reflect upon such other Party or reveal any proprietary information of such other Party.

13.8 **Section Headings.** Section headings in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement nor be construed as part of this Agreement.

13.9 **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original document but all such counterparts together shall constitute one binding agreement.

13.10 **Waiver.** No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be

construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.

13.11 **Severability**. If any provision of this Agreement is held for any reason by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect and the provision found to be contrary to law shall be deemed modified to the most limited extent required in order to cause such provision to be in accordance with applicable law while most fully carrying out the intent of the applicable provision as set forth herein.

13.12 **Survival**. Any Section of this Agreement shall survive the termination of this Agreement to the extent required for the performance of such provision in accordance with the terms.

13.13 **No Third Party Beneficiaries**. Except as otherwise set forth in an Executed Order, each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or Entity other than the Client and Company.

13.14 **Construction**. Company and Client each acknowledge that the limitations and exclusions contained in this Agreement represent the Parties' agreement based upon the level of risk to Client and Company associated with their respective obligations under this Agreement and the payments to be made to Company and the obligations to be incurred by the Parties pursuant to this Agreement. The Parties agree that the terms and conditions of this Agreement shall not be construed in favor of or against either Party because each Party had the opportunity to review and negotiate the terms hereof. For the avoidance of doubt, Client agrees that the terms set forth in this Agreement constitute reasonable terms applicable to each Executed Order entered into by the Parties.

13.15 **Insurance**. Each Party shall maintain a "Commercial General Liability Insurance" policy with limits of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate covering injuries or damage to any person or property which results from their operations or activities under this Agreement. Client shall maintain property/casualty insurance with limits not less than the replacement value of any equipment or assets of Client, covering damage to any such equipment or assets.

*[End of Agreement]*