

1. **Parties.** This Purchase Order (“**Order**”) is between Dealer identified on the face of this Order (“**Dealer**”) and the vendor identified on the face of this Order (“**Vendor**”) (each a “**Party**” and collectively, the “**Parties**”). Vendor is the firm, person, corporation, or business entity supplying the goods or performing the services specified in this Order (in each case, “**Goods**” or “**Services**”).
2. **Acceptance of Terms.** In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that Vendor shall perform the Services and/or provide the Goods as described in this Order and that the Parties shall be bound by and to comply with all terms and conditions set forth herein and in the Order, to which these terms are incorporated by reference, including any amendments, supplements, specifications and other documents referred to herein. ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY VENDOR PRIOR TO THE EXECUTION OF THIS ORDER ARE HEREBY EXPRESSLY REJECTED. ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY VENDOR AFTER THE DATE OF THIS ORDER SHALL BE OF NO FORCE AND EFFECT UNLESS SIGNED BY AN EXECUTIVE OF DEALER. Vendor accepts and shall be bound by the terms and conditions of this Order upon the earlier of the date on which it (i) executes and returns an acknowledgment copy or (ii) commences performance hereunder. No other form of acceptance shall be binding on Dealer.
3. **Change Orders.** Dealer may, at any time, direct or authorize Vendor to make changes or modifications within the general scope of this Order. If such changes or modifications necessitate an increase or decrease in the amount due or in the time required for performance, such matters shall be agreed upon in writing prior to proceeding with the change. No payment shall be made by Dealer for any change or modification not so directed or authorized prior to proceeding with the change.
4. **Pricing.** All prices are firm and shall not be subject to change. Unless otherwise stated on the face of this Order, the price includes all packaging, dunnage, containers, etc. to protect the Goods in transit.
5. **Invoicing.** If Vendor’s invoice price does not match the Order price, Dealer shall pay Vendor the lesser amount. Vendor will be notified of the reason for the adjustment and Vendor reserves the right to dispute the adjusted amount. Vendor shall add a separately stated amount for sales or use tax computed at the current legal rate. When Vendor is considered to be a retailer of taxable tangible personal property, Vendor shall add a separately stated amount for State sales or use tax computed at the current legal rate. Any nontaxable charges such as freight, installation, technical service or optional warranties shall also be separately stated and excluded from the taxable computation.
6. **Quantities.** Dealer is not obligated to purchase any quantity of Goods and/or Services except for such quantities as may be specified in this Order. Unless otherwise agreed to in writing by Dealer, Vendor shall not make material commitments or production arrangements in excess of the quantities specified in this Order and/or in advance of the time necessary to meet Dealer’s delivery schedule. Should Vendor enter into such commitments or engage in such production, any resulting exposure shall be for Vendor’s account. Quantities received in excess of that shown in this Order may be returned by Dealer at Vendor’s risk and expense, including but not limited to any cost incurred by Dealer related to storage and handling of such items. Any excess quantities which Dealer accepts shall be at a price agreed between the Parties.
7. **Delivery.** Time is expressly agreed to be of the essence for this Order and each and every term, condition and provision hereof. If Vendor delivers the Goods or completes the Services later than scheduled, it shall constitute Vendor’s material breach of this Order. Vendor must pack all Goods delivered pursuant to the Order in accordance with good commercial practices. Unless otherwise specifically provided on the Order, Vendor must ship Goods in the most cost-effective manner, FOB Dealer’s designated delivery point as set forth in this Order (the “**Delivery Point**”). Dealer may specify contract of carriage in all cases. Failure of Vendor to comply with any such Dealer specification shall cause all resulting transportation charges to be for the account of Vendor and give rise to any other remedies available at law or equity.
8. **Inspection of Goods and Services.** All Goods purchased and Services performed by Vendor pursuant to this Order are subject to inspection, test, and approval at the destination designated by Dealer, notwithstanding prior payments or inspections at the source. Dealer, without limitation to its other rights under this Order but subject to **Section 9** below, may reject any Goods or Services which contain defective materials or workmanship, do not conform to the specifications or are not as ordered. Rejected Goods may be returned by the method of transportation selected by Vendor at Vendor’s risk and expense. Acceptance of any Goods or Services shall not be deemed to alter or affect the obligations of Vendor or the rights of Dealer under any other term or condition of this Order.
9. **Warranties.** Vendor expressly warrants that all Goods and Services furnished pursuant to this Order shall be (i) provided in strict accordance with all specifications, drawings, designs or other requirements approved or adopted by Dealer, (ii) free from defects in design, materials and workmanship, and (iii) fit for the uses and purposes specified in this Order by Dealer. Vendor further warrants that all Services will be performed in an orderly and professional manner and in accordance with established professional business standards and ethics applicable to the Services and in conformity with each and every term of this Order. The foregoing warranties shall apply for a period of Twelve (12) months from the date of Vendor’s delivery of all Goods to the Delivery Point or performance of the Services (the “**Warranty Period**”). If any of the Goods and/or Services are found to be defective or otherwise not in conformity with the warranties in this **Section 9** during the Warranty Period, then Dealer, at its options and sole discretion and at Vendor’s expense, may (a) require that Vendor repair or replace/re-perform any nonconforming Goods and/or Services within a reasonable time; (b) take such actions as may be required to cure all defects and/or bring the Goods and/or Services into conformity with all requirements of this Order, in which case all related costs and expenses shall be for Vendor’s account and Dealer may set-off such costs against any payment obligations it has to Vendor; and/or (c) reject and return all or any portion of such Goods and/or Services. Vendor shall promptly reimburse Dealer for any and all damages and repair costs resulting from, or due to, any deficiencies in the Goods and/or Services supplied by Vendor. Any repaired Goods or re-performed Services shall carry warranties of the same terms as set forth above, with the warranty period being the remainder of the original unexpired warranty. Replaced Goods shall carry warranties of the same terms as set forth above, with the warranty period being 12 months after such replacement.
10. **Subcontractors.** Vendor agrees to use and agrees that it shall require each of its subcontractors, if any, to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required to enable such personnel to perform their work involving any part of Vendor’s obligations under this Order. Prior to commencing Services and upon request of Dealer, Vendor will provide a list of employees and subcontractor’s employees who will directly perform Services. Dealer has the right to disapprove the use of one or more of Vendor’s or subcontractor’s employees performing the Services, and upon such notice of disapproval, Vendor shall immediately cease the use of such individual(s) in performing the Services.
11. **Independent Contractor.**
  - 11.1. **Vendor’s Relationship with Dealer.** It is agreed that Vendor is an independent business separate from Dealer and shall deliver the Goods or perform the Services as an independent contractor, and no franchisor-franchisee, principal-agent or employer-employee relationship or joint-venture partnership shall be created with Dealer. Vendor shall not hold itself or its employees out as employees or agents of Dealer.

- 11.2. **Individuals Performing Services; Benefits and the Patient Protection and Affordable Care Act of 2010, as amended (the “Affordable Care Act”).** Regardless of the nature or duration of any assignment with Dealer, neither Vendor, subcontractor nor any individuals performing Services shall be eligible for or entitled to participate in any of Dealer’s employee benefit plans, programs, policies or practices which may now or in the future be in effect, including, without limitation, any pension, retirement, or 401(k) plan; any profit sharing, stock option, bonus or incentive compensation plan; any life or health insurance plan; any vacation or holiday pay plan; or any separation payment plan. Vendor shall, or shall require that the appropriate subcontractor is contractually obligated to, treat individuals performing Services as its employees for the purposes of satisfying the requirements of the Affordable Care Act, including but not limited to the requirements of Internal Revenue Code Section 4980H, the associated reporting requirements of Internal Revenue Code Section 6056, and the requirements of Sections 18A and 18B of the Fair Labor Standards Act. Furthermore, Vendor shall, or shall require that the appropriate subcontractor is contractually obligated to, offer minimum essential coverage that is both affordable and minimum value to all individuals performing Services under this Order who are full-time employees (and their dependents) in accordance with Internal Revenue Code S4980H and the regulations issued thereunder, provided that the Vendor or applicable subcontractor is a “large employer” subject to Section 4980H.
12. **Ownership of Intellectual Property.**
  - 12.1. **Intellectual Property.** Dealer shall own all information, including data in any form that is captured, stored, processed, or transmitted by Vendor on Dealer’s behalf. Dealer grants to Vendor a nonexclusive nontransferable license to such information to the extent necessary for the delivery of Goods and/or performance of the Services. All materials created, written, or developed for Dealer in the delivery of Goods and/or performance of the Services (collectively, “**Deliverables**”) shall be deemed “works-made-for-hire” within the meaning of the copyright Laws of the United States. Vendor assigns, and upon creation of each Deliverable automatically assigns, to Dealer, all right, title, and interest in such Deliverables and in all applicable United States and international copyrights, including all renewals, extensions, and continuations thereto, and all other intellectual property rights therein. Vendor shall own its (a) working papers, (b) preexisting materials, software and associated source code, and intellectual property, (c) general skills, (d) know-how, and (e) processes (collectively, “**Vendor Materials**”). Vendor shall deliver to Dealer copies of, and grants to Dealer a perpetual, irrevocable, nonexclusive, worldwide, royalty free right and license to use, all Vendor Materials necessary for the use of the Deliverables. To the extent Vendor incorporates into any Deliverables third party software or other works licensed by Vendor from third parties, Vendor shall cause Dealer to have a perpetual, irrevocable, nonexclusive, worldwide, royalty free right and license to use such third party software or other works.
  - 12.2. **Enforcement.** If requested by Dealer, Vendor agrees to take all actions necessary, at Dealer’s sole cost and expense, to obtain, maintain or enforce patents, copyrights, trade secrets and other proprietary rights in connection with any Deliverable, and Vendor agrees that its obligations under this **Section 12** shall survive termination or expiration of this Order.
  - 12.3. **Non-Infringing.** Vendor represents and warrants that the Goods, Services and Deliverables shall not infringe or violate any trade secret, trademark, trade name, copyright, patent or any other intellectual property rights of any person. If a claim is made against Dealer or any of its affiliates that the Goods, Services or Deliverables infringe or violate any intellectual property rights of any person, Vendor shall, at its expense and at Vendor’s option, (i) refund any amounts paid by Dealer under this Order, (ii) procure for Dealer the right to continue using the Goods, Services and Work Product, or (iii) replace or modify the Goods, Services and Work Product as approved by Dealer so as to obviate any such claim. The remedies provided in this **Section 12.3** shall not limit the indemnification obligations in **Section 13**.
13. **Indemnity.**
  - 13.1. **Vendor Indemnification.** Vendor shall be solely liable for, and Vendor shall indemnify, defend and hold Dealer and its direct or indirect parent company, subsidiaries, affiliates, divisions and their respective directors, officers, shareholders, employees, agents, representatives, successors and assigns (collectively, “**Indemnitees**”) harmless from and against, any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys’ fees and disbursements) of any kind whatsoever (collectively, “**Claims**”) resulting from (i) injuries to or death of any and all individuals or damage to, loss, and/or destruction of property, including, without limitation, property of Dealer, resulting from Vendor’s negligence or more culpable acts or omissions in its delivery of the Goods and/or performance of the Services; (ii) actual or alleged infringement or misappropriation by Vendor or any subcontractor or other representative of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right in connection with the Goods and/or Services, including without limitation, any Deliverable; (iii) Vendor’s violation of any third party license to use intellectual property in connection with the Goods and/or Services; (iv) third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any manner to Vendor’s negligence or more culpable acts or omissions in breach of this Order; (v) Vendor’s failure to comply with any term of this Order; or (vi) the failure of Vendor to cause any improperly filed mechanics lien or stop notice claim to be fully discharged. The indemnification obligation shall not apply to the extent that injuries, death, loss, damage or destruction is caused by the willful act of Indemnitees, or Indemnitees’ negligence or more culpable acts or omissions.
  - 13.2. **Independent Contractor Indemnification.** Vendor shall, and shall require that all subcontractors are contractually obligated to, indemnify, defend and hold Indemnitees harmless from and against all Claims: (i) asserted by or on behalf of any individual performing work under this Order alleging that, in connection with such work, he or she is entitled to participate in any Indemnitee’s employee benefit plans, programs, policies or practices which may now or in the future be in effect, including, without limitation, any pension, retirement, 401(k), profit sharing, stock option, bonus, incentive compensation, life insurance, health insurance, vacation, holiday, or separation payment plan; and (ii) arising out of any assertion by the IRS that an individual performing work under this Order is a common law employee of Dealer, its subsidiaries or affiliates, including but not limited to any Claims for taxes owed under Internal Revenue Code Section 4980H. If any third-party claims for which Dealer is entitled to indemnification are made or threatened, Dealer may retain all or any part of the money due Vendor under this Order as it shall consider necessary until all such claims have been settled and evidence to that effect has been furnished to the satisfaction of Dealer.
  - 13.3. **Tax Indemnification.** Vendor assumes exclusive liability for and shall pay before delinquency, all federal, state, regional, municipal or local sales, use, excise and other taxes, charges or contributions imposed on, or with respect to, or measured by (i) the equipment, materials, supplies or labor furnished hereunder; (ii) the wages, salaries or other remunerations paid to individuals employed in connection with the performance of the Services; and (iii) any failure to comply with the Affordable Care Act with respect to individuals performing Services. Vendor shall indemnify, defend and hold Indemnitees harmless from and against any claim, liability, penalty,

interest and expense arising by reason of Vendor's failure to pay such taxes, charges or contributions.

13.4. **Indemnification Limitations.** Vendor's obligation to indemnify Indemnitees under this Section 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor under any statutory scheme, including, without limitation, under any Workers Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

14. **Limitation of Liability.** IN NO EVENT SHALL DEALER BE LIABLE TO VENDOR OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL DEALER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE LESSER OF (i) THE FEES PAID TO VENDOR PURSUANT TO THIS ORDER IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM AND (ii) \$10,000. The limitations of liability set forth above shall not apply to liability resulting from Dealer's gross or wanton negligence or willful misconduct.

15. **Insurance.**

15.1. **General Requirements.** On or before the effective date of this Order, and thereafter during its term, Vendor shall upon request provide Dealer with current certificates of insurance including applicable endorsements, and renewal certificates of insurance including applicable endorsements thereafter, executed by a duly authorized representative of each insurer, or by the insurance agent or broker authorized to do so, as evidence of all insurance policies required under this Section 15. Vendor shall cooperate with any the third-party vendor hired by Dealer to obtain certificates of insurance and to monitor compliance with these insurance requirements on Dealer's behalf. Vendor shall not commence Services until Vendor has obtained all insurance required by this Section 15 and has provided acceptable certificates of insurance. Insurance policies may not be cancelled or materially revised without at least thirty (30) calendar days' prior written notice being given to Dealer, ten (10) days for non-payment of premium. Vendor shall provide Dealer with renewal certificates of insurance including applicable endorsements or binders within five (5) business days prior to such expiration. Insurance shall be maintained without lapse in coverage during the term of this Order. Dealer shall be named as an additional insured by endorsement or blanket endorsement in all policies required in this Section 15 except for Workers' Compensation. All such general liability insurance shall provide a severability of interest or cross-liability clause. The required policies, and any of Vendor's policies providing coverage in excess of the required policies, shall provide that the coverage is primary for all purposes and Vendor shall not seek any contribution from any insurance or self-insurance maintained by Dealer. All required policies of insurance shall be written by companies having an A.M. Best rating of "A-" or better, or equivalent. Vendor shall be solely responsible for any deductible or self-insured retention on insurance required hereunder this Order. Each policy of insurance maintained by Vendor shall contain a waiver of subrogation in favor of Dealer. The insurance requirements shall not in any way limit the amount or scope of liability of Vendor under this Order.

15.2. **Commercial General Liability Insurance.** Vendor shall maintain an occurrence form commercial general liability policy or policies, insuring against liability arising from bodily injury, property damage, personal and advertising injury, independent contractors liability, products and completed operations and contractual liability covering all operations of Vendor for Goods delivered or Services performed under this Order. Such coverage shall be in an amount of not less than \$1,000,000.00 per occurrence. If the policy maintains a policy aggregate, such aggregate shall not be less than twice the per occurrence limit.

15.3. **Commercial Automobile Liability Insurance.** Vendor shall maintain an automobile liability policy or policies insuring against liability for damages because of bodily injury, death, or damage to property (including loss of use thereof), and occurring in any way related to the use, loading or unloading of any of Vendor's automobiles (including owned, non-owned, leased, rented and/or hired vehicles). Such coverage shall be in an amount of not less than \$1,000,000.00 combined single limit. Vendor's automobile liability insurance coverage shall contain appropriate no-fault insurance provisions or other endorsements in accordance with applicable laws.

15.4. **Workers Compensation Insurance.** In accordance with the laws of the State(s) in which the work shall be performed, Vendor shall maintain in force workers compensation insurance for all of its employees. If applicable, Vendor shall obtain U.S. Longshoremen's and Harbor Workers compensation insurance, separately, or as an endorsement to Workers Compensation Insurance. Vendor shall also maintain employer's liability coverage in an amount of not less than \$1,000,000.00 per accident and per employee for disease. In lieu of such insurance, Vendor may maintain a self-insurance program meeting the requirements of the State(s) in which the work shall be performed along with the required employer's liability insurance coverage.

15.5. **Reports.** Vendor shall immediately report to Dealer, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by Vendor or its consultants, subcontractors, sub-subcontractors, suppliers, agents or Vendor's receipt of notice or knowledge of any claim by a third party of any occurrence that might give rise to such a claim. Upon completion of the Services, Vendor shall submit to Dealer a written summary of all such injuries, losses, damage, notices or third-party claims and occurrences that might give rise to such claim.

16. **Assignment.** Vendor shall not assign or subcontract any of its rights or obligations under this Order without the prior written consent of Dealer. In no event shall Dealer's written consent be construed as discharging or releasing Vendor from the performance of its obligations specified in this Order. Vendor shall remain jointly and severally liable with any subcontractor of its rights or obligations.

17. **Compliance with Laws.** Vendor represents and warrants that it is familiar with, and at all times shall comply with, all applicable federal, state, and local laws, ordinances, rules, regulations, and executive orders, all applicable safety and environmental orders, and all orders or decrees of administrative agencies, courts, or other legally constituted authorities having jurisdiction or authority over Vendor, Dealer, or the Goods and/or Services, which may now or hereafter exist.

18. **Termination.**

18.1. **Termination for Default.** Dealer may terminate all or any part of this Order upon the occurrence of any of the following events: (i) Vendor becomes bankrupt or insolvent; (ii) Vendor assigns this Order, or sublets any part thereof, without the written authorization of Dealer; or (iii) Vendor fails to perform or violates any of the provisions of this Order. Upon such termination, Dealer shall have the right to purchase similar goods or services elsewhere in such a manner as Dealer deems appropriate and Vendor shall be liable to Dealer for any excess costs in procuring and purchasing such similar goods or services. The remedies herein shall be inclusive and additional to

any other remedies in law or equity, and Dealer's failure to exercise any right or remedy shall not constitute a waiver of any such right or remedy.

18.2. **Termination for Convenience.** Dealer may terminate all or any part of this Order at any time for its sole convenience by written notice to Vendor. Termination shall be effective upon actual receipt by Vendor or its representative of the notice, or 48 hours after deposit of the notice in the U.S. mail, whichever occurs first. Upon receipt of notice, Vendor shall immediately cease performance under this Order to the extent specified. Upon termination pursuant to this Section 18.2, an equitable adjustment shall be made by agreement between Dealer and Vendor for the reasonable value of the Goods delivered and/or Services performed prior to termination. In no event shall the equitable adjustment include an amount for unperformed work or anticipated profit on unperformed work. Dealer shall have the right to review and verify by independent audit any termination charges claimed by Vendor.

19. **Audit.** Dealer reserves the right to audit and to examine any cost, payment, settlement or supporting documentation relating to any Order. Any such audit(s) shall be undertaken during normal business hours by Dealer or its representative, at Dealer's expense, from a certified public accounting firm at reasonable times and in conformance with generally accepted auditing standards. Vendor agrees to cooperate with any such audit(s). Vendor shall refund to Dealer the amount of any exception found in the audit within ten (10) days of receipt of written notice of the exception. If Vendor fails to make such payment, Vendor shall pay interest at a rate of one and half percent (1.5%) per month (eighteen percent (18%) annum), accruing from the date of written notification of exception(s) to the date Vendor reimburses Dealer for any exception(s). This right to audit shall extend for a period of five (5) years following the date of final payment under this Order and Vendor shall retain all necessary records/documentation for the entire length of this audit period.

20. **No Publicity.** Without the prior written consent of Dealer, neither Vendor, nor its subcontractors and agents shall engage in advertising, promotion or publicity related to this Order, or make public use of any Identification in any circumstances related to this Order or otherwise. As used in this Order, "Identification" means any corporate name, trade name, trademark, service mark, insignia, symbol, logo or any other product, service or organization designation, or any specification or drawing owned by Dealer or its affiliates or any representation thereof.

21. **Confidentiality.** Either Party (as "Disclosing Party") may disclose or make available to the other Party (as "Receiving Party") non-public proprietary and confidential information that is marked confidential or should reasonably be assumed to be ("Confidential Information"); provided, however, that Confidential Information does not include any information that (i) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 21; (ii) is or becomes available to Receiving Party on a non-confidential basis from a third party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; (iv) was or is independently developed by Receiving Party without using any Confidential Information; or (v) is disclosed to a third person by Disclosing Party without similar restrictions. Receiving Party shall (x) protect and safeguard the confidentiality of Disclosing Party's Confidential Information with at least the same degree of care as Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Order; and (z) not disclose any such Confidential Information to any person or entity, except to Receiving Party's representatives who need to know the Confidential Information to assist Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Order. If Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. Each Party shall be entitled to injunctive relief for any violation of this Section 21.

22. **Remedies.** The remedies reserved in this Order are cumulative and in addition to any other remedies in law or equity which may be available to Dealer. The election of one or more remedies shall not bar the use of other remedies unless the circumstances make the remedies incompatible.

23. **Severability.** If any provision of this Order shall be deemed invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be automatically modified to the minimum extent necessary to render the same valid and enforceable, giving due consideration to the purpose and economic substance of this Order, or if no such modification shall be possible, deleted, and the remainder of this Order will remain valid and enforceable.

24. **Applicable Law/Venue.** This Order (and all matters arising out of or relating to this Order) shall be governed in all respects by the laws of the State of Nevada without regard to any choice or conflict of law provisions. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts situated in Clark County in the State of Nevada and waives all claims that such courts lie in an inconvenient forum.

25. **Waiver of Jury Trial.** EACH PARTY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING OUT OF THIS ORDER OR THE SUBJECT MATTER HEREOF (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, BREACH OF DUTY, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS), AND WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY (i) UNDERSTANDS THAT THIS IS A WAIVER OF IMPORTANT LEGAL RIGHTS AND (ii) ACKNOWLEDGES HAVING HAD A REASONABLE OPPORTUNITY TO DISCUSS THIS WAIVER AND ITS EFFECTS WITH LEGAL COUNSEL.

26. **Enforcement.** Vendor shall pay all costs Dealer may incur in enforcing or exercising its rights under this Order, whether or not suit is filed whether or not suit is filed, including but not limited to reasonable collection costs, court costs and attorneys' fees.

27. **Interpretation.** Any rule of construction that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Order.

28. **Survival.** Provisions of this Order that by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, Sections 12 (Ownership of Intellectual Property), 13 (Indemnity), 14 (Limitation of Liability), 15 (Insurance), 19 (Audit), 20 (No Publicity), 21 (Confidentiality), 24 (Applicable Law/Venue), 25 (Waiver of Jury Trial), 26 (Enforcement), 27 (Interpretation) and 28 (Survival).

29. **Complete Order.** This Order, which includes any supplemental documents attached hereto, sets forth the entire agreement between Dealer and Vendor, and supersedes all other oral or written provisions. THE PARTIES HEREBY AGREE THAT NO TRADE USAGE; PRIOR COURSE OF DEALING OR COURSE OF PERFORMANCE UNDER THIS ORDER SHALL BE A PART OF THIS ORDER OR SHALL BE USED IN THE INTERPRETATION OR CONSTRUCTION OF THIS ORDER. No modification of any of the provisions shall be binding on the Dealer unless expressly agreed to in writing by Dealer and signed by an executive of Dealer.