

MARAND U.S. HOLDINGS, LLC

TERMS AND CONDITIONS OF PURCHASE

These TERMS AND CONDITIONS OF PURCHASE (these “**Terms**”) are the only terms which govern the purchase of the services (“**Services**”) and goods or other materials, including work produced by the output of Services (“**Goods**”), by Marand U.S. Holdings, LLC, a Texas limited liability company (“**Marand**”), from the company, firm, person, or persons named in the accompanying purchase order as the vendor (the “**Purchase Order**”; such vendor is the “**Vendor**”). The Purchase Order and these Terms (along with all documents incorporated by reference therein or herein, respectively, are, collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of the Vendor’s general terms and conditions of sale regardless of whether or when the Vendor has submitted its sales confirmation or such terms. This Agreement expressly limits the Vendor’s acceptance to the terms of this Agreement. Fulfillment of this Purchase Order constitutes acceptance of these Terms.

1. Definitions

Capitalized terms used in this Agreement but not otherwise defined in the body hereof have the meanings ascribed to them below:

- 1.1. “**Data Protection Laws**” means all applicable laws, rules, or regulations relating to privacy, data protection and/or the collection, use, disclosure, and security of Personal Information, in any jurisdiction, in each case as amended, repealed, consolidated, or replaced from time to time.
- 1.2. “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household.
- 1.3. “**Prime Contract**” means a particular contract between a third party and either (a) Marand or (b) another party that has issued a subcontract directly or indirectly to Marand.
- 1.4. “**Work**” means performance of the Services or delivery, supply, or manufacture in whole or in part of the Goods.

2. Formation of Contract

- 2.1. Acceptance of the Purchase Order shall be deemed to be an acceptance of these Terms to the exclusion of any other terms, unless and to the extent that Marand expressly agrees in writing to the incorporation of such terms or any variation of these Terms by re-issue of the Purchase Order specifying the amendments as special conditions under Section 25.18.
- 2.2. If the Vendor commences Work, the Vendor shall be deemed to have accepted the Purchase Order and these Terms notwithstanding its failure to provide written acknowledgement of the same.
- 2.3. If the Vendor has accepted the Purchase Order, it will be bound to provide the Goods and Services specified in the Purchase Order in accordance with this Agreement, including any project or other plan, specification, or installation instructions incorporated by reference into this Agreement.

3. Delivery of Goods and Performance of Services

- 3.1. The Vendor shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the “**Delivery**

Date”). If no delivery date is specified, the Vendor shall deliver the Goods within five days of the Vendor’s receipt of the Purchase Order. If the Vendor fails to deliver the Goods in full on the Delivery Date, Marand may terminate this Agreement immediately by providing written notice to the Vendor, and the Vendor shall indemnify Marand and any Indemnitee against any and all Losses directly attributable to the Vendor’s failure to deliver the Goods on the Delivery Date. Marand has the right to return any Goods delivered prior to the Delivery Date at the Vendor’s expense, and the Vendor shall redeliver such Goods on the Delivery Date.

- 3.2. The Vendor shall deliver, without additional charge to Marand, all Goods to the address specified in the Purchase Order (the “**Delivery Point**”) during Marand’s normal business hours or as otherwise instructed by Marand. Delivery shall be made FOB Delivery Point.
 - (a) The Vendor shall pack all goods for shipment according to Marand’s instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition.
 - (b) The Purchase Order number must legibly appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence, and any other documents pertaining to the Purchase Order.
 - (c) The Goods shall be supplied in the minimum number of pieces consistent with the requirements for safe transportation, installation, handling, and storage.
 - (d) Each package shall be provided with an inventory listing its contents.
 - (e) All Goods shall be packed in robust packages and be provided with adequate lifting and handling facilities. Vendor shall comply with any special handling instructions provided in the Purchase Order.
 - (f) Exposed surfaces of the Goods shall be protected with an easily removable corrosion preventative. Particular attention shall be given to prevention of condensation forming within sealed packages. All open orifices on equipment, such as pipework, pumps, valves, etc., shall be protected against the weather and the ingress of foreign bodies. The

methods and materials used in packaging shall ensure freedom from damage or corrosion and be ocean worthy or airworthy as applicable and suitable for shipment to the Delivery Point.

- (g) The Vendor must provide Marand prior written notice if it requires Marand to return any packaging material. Any return of such packaging material shall be made at the Vendor's risk of loss and expense.

- 3.3. The Vendor shall provide the Services to Marand as described and in accordance with the Purchase Order.
- 3.4. The Vendor shall not deliver counterfeit parts or materials, or suspect counterfeit parts or materials, to Marand as part of the Vendor's delivery of Goods under the Purchase Order. The Vendor shall treat any identified counterfeit parts or materials, or suspected counterfeit parts of materials, as a non-conformance and this shall be notified to Marand as per Section 6.2.
- 3.5. The Vendor acknowledges that time is of the essence with respect to the Vendor's obligations hereunder and the timely delivery of the Goods and Services, including, as applicable, all performance dates, timetables, project milestones, and other requirements in this Agreement.

4. Risk, Title, Acceptance, and Bailed Property

- 4.1. Risk in the Goods shall remain with the Vendor until the Goods has been accepted by Marand.
- 4.2. The Goods are subject to inspection by Marand in accordance with Section 5. Services (excluding any services which give rise to goods) will be accepted as completed when Marand confirms in writing that the Services have been completed to its reasonable satisfaction.
- 4.3. All right, title, and interest in and to any Goods to be paid for by Marand, shall vest in Marand as soon as they are acquired by the Vendor, or its fabrication commences in accordance with Marand's Purchase Order. All such Marand owned product in the possession on the Vendor shall be deemed to be bailed property and shall not, for the avoidance of doubt, be deemed to be a fixture or a part of the Vendor's real property. To the extent permitted by law, the Vendor waives its right to object to the repossession of Marand owned product by Marand in the event the Vendor is involved in bankruptcy proceedings, becomes insolvent, or has a receiver, manager, administrator, or liquidator appointed over any or all of its assets.
- 4.4. The Vendor bears all responsibility for loss and damage to any property and or product owned by Marand and in the Vendor's possession or control for use in performing a Purchase Order, including responsibility for loss or damage which occurs despite the Vendor's exercise of reasonable care. Marand will have the right to enter the Vendor's premises at reasonable times to inspect such property and or product and the Vendor's records pertaining thereto. Where permitted by law, the Vendor waives any lien that the Vendor might otherwise have on any of Marand's property and or product for work done thereon or otherwise. Upon request the Vendor will

immediately deliver such property and or product FOB Delivery Point, properly packed and marked in accordance with the requirements of the carrier and Marand. The Vendor will cooperate with Marand's removal of the property and or product from the Vendor's premises.

5. Inspection and Rejection of Nonconforming Goods

- 5.1. Marand has the right to inspect the Goods on or after the Delivery Date. Marand, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Marand rejects any portion of the Goods, Marand has the right, effective upon written notice to the Vendor, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods.
- 5.2. If Marand gives the Vendor notice of noncompliance pursuant to this Section 5, the Vendor shall, at its own cost and expense and without prejudice to any of Marand's other rights and remedies, within five days replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to the Vendor and the delivery of repaired or replacement Goods to Marand. If the Vendor fails to timely deliver replacement Goods, Marand may replace them with goods from a third party and charge the Vendor the cost thereof and terminate this Agreement for cause pursuant to Section 21.
- 5.3. Any inspection or other action by Marand under this Section 5 shall not reduce or otherwise affect the Vendor's obligations under this Agreement, and Marand shall have the right to conduct further inspections after the Vendor has carried out its remedial actions.

6. Defects

- 6.1. The Vendor shall, at its cost and without prejudice to any of Marand's other rights and remedies, rectify all defects occurring in the Work within the greater of 18 months of the date of receipt of delivery by Marand or the period of warranty provided by the Vendor in relation to the Goods or Services. Such rectification shall be affected as a matter of urgency. The Vendor shall fully indemnify Marand and any Indemnitee against any Losses arising from Marand rectifying any defect in the Vendor's Work, including any consequential damages requiring rectification resulting from defects in the Vendor's Work.
- 6.2. Any non-conforming Goods or Services detected by the Vendor, which the Vendor is unable to rectify to be in full compliance with the Purchase Order, shall result in the Vendor notifying Marand of the non-conformance. Delivery of non-conforming or repaired product shall only be permitted after written approval from Marand is received by the Vendor.

7. Quantity

- 7.1. If the Vendor delivers more or less than the quantity of Goods ordered, Marand may reject all or any excess

Goods. Any such rejected Goods shall be returned to the Vendor at the Vendor's sole risk and expense. If Marand does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a *pro rata* basis.

8. Price and Payment

- 8.1. The price of the Goods and Services is the price stated in the Purchase Order (the "**Price**"). If no price is included in the Purchase Order, then the Price shall be the price set out in the Vendor's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties (if and as applicable), and all fees and applicable taxes, including, but not limited to, all sales, use, or excise taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Marand. If the Vendor provides any of the Goods or Services to any third party at a price that is less than the Price, then the Price shall be such lower price with respect to such Goods and/or Services, as applicable.
- 8.2. The Vendor shall issue an invoice to Marand on or any time after the completion of delivery and only in accordance with these Terms.
- 8.3. Invoices submitted by the Vendor must specify the Purchase Order number, Goods item number, and other relevant details as required by Marand. Invoices may only be rendered in accordance with the Purchase Order.
- 8.4. Subject to any contrary term of this Agreement, Marand shall pay all properly invoiced amounts due to the Vendor, except for any amounts disputed by Marand in good faith, on the last day of the month following the month in which the Vendor's invoice is received.
- 8.5. In the event of a payment dispute, Marand shall deliver a written statement to the Vendor listing all disputed items and providing a reasonably detailed description of each disputed item. The parties shall seek to resolve all such disputes expeditiously and in good faith. The Vendor shall continue performing its obligations under this Agreement notwithstanding any such dispute.
- 8.6. Without prejudice to any other right or remedy it may have, Marand may, at any time, set off any amount due and payable by Marand to the Vendor against any amount owing to Marand by the Vendor, however or whenever incurred.

9. Marand Property

- 9.1. Legal title to and property in all material supplied by Marand in respect of the Purchase Order shall remain with Marand and shall not pass to the Vendor or its successors or assignees under any circumstances whatsoever. The Vendor may only use such material in

performing its obligations under this Agreement and shall bear the risk of damage or loss.

- 9.2. All drawings, specifications, information, and samples provided by Marand shall remain Marand's sole and exclusive property, shall be deemed to be Confidential Information, and shall not be disclosed by the Vendor to a third party except with the prior written consent of Marand, which Marand may delay, condition, or withhold in its sole discretion. Marand makes no warranties regarding the accuracy of, and shall not be liable for, any defects, mistakes, or inaccuracies in such documents, information, or samples.

10. Intellectual Property Rights

- 10.1. All copyright, patent, and database rights, registered designs, trademarks, eligible layout rights, and all other rights of a proprietary and/or confidential nature created or arising as a result of intellectual activity in carrying out the Work (collectively referred to herein as the "**Intellectual Property**"), irrevocably and perpetually vest in and are transferred by the Vendor to Marand on creation. The Vendor agrees to assign in writing all rights in the Intellectual Property to Marand and to execute all documents desirable for evidencing such sole ownership by Marand, its successors and assigns. In the case of computer software, such rights will be as defined in any end user license agreement transferred by the Vendor to Marand. This Section 10 does not alter the ownership of any such rights pre-existing the date of the Purchase Order. However, if such pre-existing rights are necessary or desirable for Marand to fully benefit from this Agreement, the Vendor hereby provides an irrevocable, worldwide, royalty-free, sublicensable, assignable, and perpetual license to Marand and its distributors and customers of all relevant pre-existing rights.
- 10.2. The Vendor warrants that Marand's use of the Goods provided by the Vendor under this Agreement shall not infringe any author's rights, including, without limitation, moral rights.
- 10.3. For the purposes of this Section 10, Marand's use of the material provided by the Vendor includes Marand's right to reproduce, publish, copy, adapt, communicate to the public, materially distort, destroy, mutilate, or in any way change the materials or part of the Works to which the materials or any other work provided by the Vendor under this Agreement relates:
 - (a) with or without attribution of authorship;
 - (b) in any medium; and
 - (c) in any context and in anyway it sees fit.
- 10.4. Neither party is permitted, without the other's written consent, to advertise or publicize the existence or specifics of the parties' relationship hereunder, or use any other party's name, photographs, logos, trademarks, or other identifying information, in any medium, including any print, broadcast, direct mailing, or any internet web site maintained by or for such party. Any trademark use not covered by legally recognized and limited implied licenses shall be governed by a

separate, written agreement which includes appropriate quality control and other provisions necessary to help ensure trademark enforceability.

11. Ethics

11.1 The Vendor undertakes to fulfil its obligations under this Marand Purchase Order by strictly complying with any laws, rules and regulations applicable in the U.S.A or in the Vendor's country. The Vendor expressly undertakes to abide by Marand's (i) ethical guidelines, (ii) the legal provisions against corruption in accordance with the OECD Anti-Bribery Convention of 1997 and the United Nations Convention against Corruption (UNCAC) of 2003. The Supplier acknowledges that it has been duly provided with a copy of the Marand ethical guidelines, and hereby declares that it adheres without reservation to the provisions contained therein.

11.2 Furthermore, the Vendor certifies that no direct or indirect payment has been promised, done or shall be done, either directly by the Vendor or indirectly through a third party, on its own behalf, on behalf of its company or Marand, to any person of public authority, in charge of a public service or invested with an elected public office, to any political party or candidate to an elected office, or to any company or person, including all employees, officers, directors or representatives of the Vendor or Marand, if such payments serve to obtain from these persons that they accomplish or refrain from accomplishing an act, in violation of U.S. law or the laws applicable in the country of the Vendor or in violation of any other applicable law or regulation. It is understood that no payment shall be made with the intention or the effect of public or private corruption.

12. Modern Slavery

12.1 The Vendor warrants and represents that: (i) neither the Vendor, nor any of its officers, employees or related personnel have been convicted of any offence involving slavery or human trafficking; and (ii) to the best of its knowledge and following reasonable enquiries, the Vendor's subcontractors and/or suppliers have not been convicted of any offence involving slavery or human trafficking.

12.2 The Vendor agrees and acknowledges that, in performing its obligations under these Terms and Conditions, it will: (i) comply with all anti-slavery and human trafficking laws and regulations in force from time to time, including without limitation, applicable Modern Slavery laws and (ii) have in place and implement, appropriate anti-slavery and anti-trafficking policies, practices and procedures to ensure compliance with this clause;

12.3 The Vendor must, during the period of the Marand Purchase Order: (i) incorporate into its contracts with all of its subcontractors and/or suppliers, obligations equivalent to those set out in this clause and (ii) notify Marand as soon as possible following: (a) any actual or suspected breach of this clause by the Vendor or any of its subcontractors and/or suppliers; and (b) any actual or suspected slavery or human trafficking in a supply chain relating to the Marand Purchase Order.

13. Vendor's Performance Obligations

The Vendor:

- 13.1. shall comply with all rules, regulations, and policies of Marand, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Marand to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;
- 13.2. shall be responsible for any discrepancies, errors, or omissions in specifications, drawings, or any particulars supplied by it and carefully check information of any kind provided to it by Marand;
- 13.3. shall, before the date on which the Work is to start, obtain, and, at all times during the term of this Agreement, maintain all necessary licenses, permissions, authorizations, consents, and permits that the Vendor needs to carry out its obligations under this Agreement;
- 13.4. shall comply with all relevant laws, regulations, and ordinances, including those applicable to the Work;
- 13.5. shall ensure that all persons, whether employees, agents, permitted subcontractors, or anyone else, acting for or on behalf of the Vendor are properly licensed, certified, or accredited as required by applicable law and are suitably skilled, experienced, and qualified to perform the Services;
- 13.6. shall ensure that all of the Vendor's equipment used in the production of the Goods or provision of the Services is in good working order, suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by Marand;
- 13.7. shall keep and maintain any Marand equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with Marand's written instructions or authorization;
- 13.8. acknowledges that in performing its obligations under this Agreement, the Vendor may receive or otherwise have access to information that is subject to Data Protection Laws or other information security obligations and accordingly shall comply with all applicable Data Protection Laws or other information security obligations in relation to such information, including, but not limited to, the obligations contained in the Data Protection Addendum attached hereto and incorporated herein as Exhibit A;
- 13.9. shall ensure that its employees, agents, and contractors do not make public or disclose any Confidential Information of Marand except to the extent required by law to do so and subject to giving Marand reasonable notice prior to disclosure;
- 13.10. shall at its cost comply with all relevant laws, orders, regulations, or bylaws and bear any additional costs arising from non-compliance; and
- 13.11. shall comply with relevant state and federal environmental protection and preservation requirements in not polluting the environment or

procuring goods or services for Marand that would do so and shall not encourage other permitted sub-vendors to pollute.

14. Vendor's Warranties

14.1. The Vendor hereby warrants to Marand, without limiting its other warranties under this Agreement or otherwise, that, as of and for a period of 12 months from the Delivery Date, all Goods will:

- (a) be free from any defects in workmanship, material, and design;
- (b) conform to applicable specifications, drawings, designs, samples, and other requirements specified by Marand;
- (c) be fit for their intended purpose and operate as intended;
- (d) provide the full functionality and performance claimed for the Goods;
- (e) operate in accordance with its specifications;
- (f) be merchantable;
- (g) be free and clear of all liens, security interests or other encumbrances;
- (h) not infringe or misappropriate any third party's patent or other intellectual property rights; and
- (i) (in case of software and hardware) when in operation, calculate dates correctly for the period of the useful life of the Goods.

14.2. The warranties set forth in Section 14.1 shall survive any delivery, inspection, acceptance, or payment of or for the Goods by Marand.

14.3. The Vendor warrants to Marand that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. The Vendor further warrants to Marand that (a) the Work is the original work of the Vendor and (b) Marand's use and sale of the Goods and/or Services does not and will not infringe any third party's proprietary rights including, without limitation, any intellectual property rights.

14.4. The warranties set forth in this Section 14 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Marand's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Marand gives the Vendor notice of noncompliance pursuant to this Section 14, then the Vendor shall, at its own cost and expense and without prejudice to any of Marand's other rights and remedies, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to the Vendor and the delivery of repaired or replacement

Goods to Marand, and, if applicable, (ii) repair or re-perform the applicable Services.

15. Change Orders

15.1. Marand may at any time, by written instructions and/or drawings issued to the Vendor (each a "**Change Order**"), order changes to the Services.

15.2. The Vendor shall within two days of receipt of a Change Order submit to Marand a firm cost proposal for the Change Order. If Marand accepts such cost proposal, then the Vendor shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement.

15.3. The Vendor acknowledges that a Change Order may or may not entitle the Vendor to an adjustment in the Vendor's compensation or the performance deadlines under this Agreement.

16. General Indemnification

16.1. The Vendor shall defend, indemnify, and hold harmless Marand and Marand's parent company, their subsidiaries, affiliates, successors or assigns, and their respective directors, officers, shareholders, employees, and other agents (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, demand, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with:

- (a) the Work and the Goods and Services purchased from the Vendor; or
- (b) the Vendor's negligence, willful misconduct, or breach of this Agreement.

16.2. The Vendor hereby agrees to accept and bear all costs and expenses that may be incurred in connection with such Losses.

16.3. The Vendor shall not enter into any settlement concerning or related to any Losses without Marand's prior written consent.

17. Intellectual Property Indemnification

17.1. The Vendor shall, at its expense, defend, indemnify and hold harmless Marand and any Indemnitee against any and all Losses arising out of or in connection with any claim or allegation in respect of the Works, including a claim (an "**IP Claim**") that Marand's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret, a registered design, or other intellectual property right of any third party (other than a part based on a solely on a design specified by Marand).

17.2. The Vendor shall, at its expense, either replace any such infringing Goods, or parts thereof, with a non-infringing Good, or part thereof, or modify such Good or part thereof so as to render it to be non-infringing (in either case, to deliver the same functionality, and performance

and the same or lower pricing as the infringing Goods or part) or procure for Marand the right to use such Goods or part.

- 17.3. In any event, the Vendor may not, and is hereby prohibited from, entering into any settlement concerning an IP Claim without Marand's or Indemnitee's prior written consent.

18. Liability and Insurance

- 18.1. The Vendor shall be solely responsible for all loss, damage, injury or death which may be sustained by any person, firm or corporation as a result of or by reason of its execution of the Work.
- 18.2. Nothing in this Agreement shall exclude or limit (a) the Vendor's liability under Sections 3.1, 6.1, 15, and 16 hereof, or (b) the Vendor's liability for fraud, personal injury, or death caused by its negligence or willful misconduct.
- 18.3. Except to the extent that liability cannot be legally limited or excluded and whether in contract, tort, negligence, under any indemnity, strict liability, or otherwise:
- (a) Marand's liability arising out of or in connection with this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, shall be limited to payment of the prices due and owing in accordance with Section 8; and
 - (b) in no event shall Marand be liable for any remote, speculative, exemplary, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, notwithstanding the failure of any agreed or other remedy of its essential purpose.
- 18.4. During the term of this Agreement and for a period of 18 months thereafter, the Vendor shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, which shall include (a) a comprehensive commercial general liability (including product liability) with coverage no less than \$10 million per occurrence, (b) if the Work involves any consulting or design, a professional indemnity policy for an amount of not less than \$5 million per occurrence, and (c) such public liability insurance, including completed operations, contractor's liability, automobile liability, and worker's compensation and employer's liability, as will adequately protect the Vendor and Marand against such claims, losses, damages, liabilities, fines, and expenses. All insurance policies contemplated by this Section 18.4 must be on terms and with an insurer reasonably acceptable to Marand. **Upon Marand's request, the Vendor shall provide Marand with a certificate of insurance from the Vendor's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Marand as an additional insured.** The Vendor shall provide Marand with 60 days' advance written notice in the event of a cancellation or material change in the Vendor's insurance policy. Except where prohibited by law, the Vendor shall require its insurer to waive all rights of subrogation against the Vendor's insurers and the

Vendor. All such insurance shall include a clause proving that insurance shall not be canceled or modified on less than 60 days' prior written notice to Marand.

19. Site Access

- 19.1. The Vendor will be given access to the site where Services are to be performed ("**Site**") for a period sufficient to enable it to execute its contractual obligations under this Agreement. Access shall be at a mutually convenient time.
- 19.2. Unless otherwise agreed in writing the Vendor shall provide at its own expenses all site facilities, constructional plant, and other amenities as may be necessary for the performance of the work.
- 19.3. The Vendor shall comply with all occupational health and safety and security regulations applying on Site and when on Marand premises, with all Marand security, sexual harassment, occupational health and safety policies, and all other workplace regulations and policies of Marand.

20. Right of Access

- 20.1. The Vendor shall provide access to all documents and all facilities where work relating to the Goods or Service is being performed to each of Marand, Marand's customers, and any regulatory agency personnel for the purpose of performing item inspections, surveys, or system/process surveillance as part of verification of conformance to the requirements of the Purchase Order and this Agreement.

21. Government Regulations Relating to Export/Import of Goods and Data

- 21.1. The Goods and data provided under this Agreement may be subject to the provisions of the Export Administration Act of 1979 (50 USC 2401-2420), the Export Control Reform Act of 2019 (John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year 2019 (Pub. L. 115-232)) and the Export Administration Regulations (15 CFR 730-780) promulgated thereunder, the Arms Export Control Act of 1976 (22 USC 275 1-2779) and the International Traffic in Arms Regulation (22 CFR 120-128 and 130) promulgated thereunder, and the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, *et seq.*).
- 21.2. The parties acknowledge that these statutes and regulations impose restrictions on import, export, and transfer to third countries of certain categories of data and Goods, and that licenses from the U.S. Department of State and/or U.S. Department of Commerce may be required before such Goods and data can be provided hereunder, and that such licenses may impose further restrictions on use of such Goods and data. Disclosure of such Goods and data to foreign persons is subject to the above regulations regardless of whether the export or release occurs in the U.S. or abroad. The parties agree to comply with all applicable U.S. regulations mentioned above, as they relate to the import, export, and re-export of Goods and data. Each party shall indemnify and hold the other harmless to the full extent of any loss, damage, or expense, including lost profit,

attorney's fees and court costs, for any failure or alleged failure of such party to comply with the above referenced laws and regulations. The Vendor further agrees to provide appropriate certification to Marand, as reasonably required by Marand, that the Good(s) procured under this Agreement are not on the United States Munitions List (USML). Furthermore, as part of the Vendor's obligation under these Terms, the Vendor shall on the first shipment to Marand provide the Export Control Classification Number (ECCN) to Marand.

22. Information on Political Contributions and Fees or Commissions in Connection with the Sale of Defense Goods

22.1. The Vendor agrees to furnish information, within seven days of Marand's request, regarding any payment, offer or agreement to pay "political contributions" or "fees or commissions" (as those terms are defined at 22 CFR Sec. 130) with respect to any sale by Marand for which a license or approval from the Office of Defense Trade Controls, Department of State, is required or any sale pursuant to a contract with the Department of Defense under Section 22 of the Arms Export Control Act (22 USC Sec. 2762).

23. Termination

23.1. In addition to any remedies that may be provided under these Terms, Marand may terminate this Agreement with immediate effect upon delivery of written notice of the same to the Vendor, either before or after the acceptance of the Goods or the seller's delivery of the Services, if the Vendor has not performed or complied with any of these Terms, in whole or in part and does not rectify such default, which Marand shall specify with sufficient detail so as to enable the Vendor to cure the same (if curable), within 14 days of being requested to do so (if so requested).

23.2. Marand may, at its option and without prejudice to any other rights Marand may have against the Vendor, terminate this Agreement by delivering written notice of the same to the Vendor if (a) the Vendor becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; (b) a liquidator, administrator, receiver, and manager, controller or other like officer is appointed over all or some of the assets of the Vendor; or (c) there is a change in the ownership or control of the Vendor. Marand may retain or enforce any security previously given by the Vendor. Any monetary security so retained or the proceeds of enforcement of any security may be applied by Marand against any loss and damage incurred by Marand arising from such termination.

23.3. Marand may at any time, with or without cause, vary, cease, or suspend the Work or terminate this Agreement by delivering written notice of the same to the Vendor. Upon receipt of such written notice from Marand, the Vendor shall immediately, vary, cease, or suspend Work in accordance with and to the extent specified in such written notice. If Marand terminates this Agreement for any reason, the Vendor's sole and

exclusive remedy is payment for the Goods received and accepted and Services accepted by Marand prior to the termination.

24. Record Retention

24.1. The Vendor shall maintain complete and accurate records, relating to supply of Goods or Service under the Purchase Order, of the following:

- (a) records of the time spent and materials used by the Vendor in providing the Services in such form as Marand shall approve;
- (b) Inspection, measurement, and testing;
- (c) Shipping;
- (d) Non-conforming materials, dispositions, and corrective actions;
 - (i) The Vendor shall ensure records per 17.1, are be maintained for at least 7 years from final payment of the Purchase Order.
 - (ii) The Vendor shall promptly provide copies of records as per 17.1, to Marand on request.

24.2. Upon Marand's written request, the Vendor shall allow Marand to inspect and make copies of such records and interview the Vendor's personnel in connection with the provision of the Services.

24.3. If the Vendor ceases operations, the Vendor shall notify Marand and transfer relevant records to Marand at the Vendor's expense.

25. General

25.1. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid).

25.2. Assignment. The Vendor is not permitted to, and must not, assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Marand. Any purported assignment or delegation in violation of this Section shall be null and void *ab initio*. No assignment or delegation shall relieve the Vendor of any of its obligations hereunder. Marand may at any time assign or transfer any or all of its rights or obligations under this Agreement without the Vendor's prior written consent to any affiliate or to any person acquiring all or substantially all of Marand's assets.

25.3. Subcontractors. The Vendor shall not, without the prior written consent of Marand, assign, transfer, or subcontract the performance of any or all of the Vendor's obligations or benefits under this Agreement to any person or entity, including all subcontractors and affiliates of the Vendor, other than the Vendor's employees (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Each Permitted Subcontractor must be bound in writing by the confidentiality provisions of this Agreement and, upon Marand's written request, must enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Marand. Marand's consent to the same shall not relieve the Vendor of its obligations under this Agreement, and the Vendor shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were the Vendor's own employees. Nothing contained in this Agreement shall create any contractual relationship between Marand and any Vendor subcontractor or supplier.

25.4. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

25.5. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement *provided, however*, that any Indemnitee who qualifies for indemnification under Section 5, Section 6, Section 16, or Section 17 of this Agreement shall be deemed an intended third-party beneficiary of those Sections and shall have the right to enforce them.

25.6. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the court may modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

25.7. Waiver. No waiver by Marand of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Marand. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise

thereof or the exercise of any other right, remedy, power or privilege.

25.8. Personal Data.

(a) Each party acknowledges and agrees that, with the exception of professional contact details of its employees ("**Business Contact Data**"), it does not intend pursuant to this Agreement to:

(i) make available to the other party any information relating to an identified or identifiable natural person, or any other information within the definition of personal data under data protection legislation applicable to that party from time to time ("**Personal Data**"); or

(ii) process any Personal Data originating from the other party other than Business Contact Data received from the other party.

(b) The parties acknowledge and agree that each party may process any Business Contact Data received from the other party as controller (as such term is defined in applicable data protection legislation) for the purpose of: (i) carrying out diligence and administrative tasks prior to the provision or receipt of the Services; (ii) applicable legal or regulatory requirements; (iii) requests and communications from competent authorities, courts, or tribunals; (iv) protecting its rights; and (v) administrative, financial accounting, risk analysis, fraud/crime prevention, and business relationship purposes (the "**Purposes**"). The parties further acknowledge that Business Contact Data may be disclosed by the receiving party to, and processed by, other members of the receiving party's group of companies, competent authorities, courts, and tribunals, the receiving party's professional advisors, and other third-party service providers of the receiving party ("**Disclosees**") for one or more of the Purposes. Notwithstanding anything contained herein to the contrary, Business Contact Data shall not include PII. For this purpose, "**PII**" shall mean a person's first name and last name or first initial and last name combined with any one or more of the following data elements that relate to a person: (1) Social Security number, (2) driver's license number or state issued ID card number, (3) a financial account number, or (4) credit or debit card number. Should a party's personnel be forwarded PII, then such recipient of the PII shall immediately notify MPE'S GENERAL MANAGER, if Marand is the disclosing party, or the Vendor, if the Vendor is the disclosing party, and such recipient of the PII shall promptly begin procedures to return such information to the sender and/or notify the sender of its destruction and delete it from the recipient's systems.

(c) Each party shall comply with data protection legislation applicable to that party from time to time when processing Personal Data.

- (d) The Vendor shall ensure that any Business Contact Data it makes available to Marand has been collected lawfully, fairly, and in a transparent manner so as to enable such Business Contact Data to be processed by Marand and its Disclosees for all of the Purposes.
- (e) If notwithstanding Section 25.8(a), Marand accidentally, unknowingly, or otherwise discloses to the Vendor Personal Data other than Business Contact Data, Marand shall notify the Vendor promptly and shall, at the discretion of Marand and subject to Section 25.8(b), return or destroy such Personal Data.
- (f) Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, Marand shall not be liable to the Vendor or to any third party, whether in contract (including under any indemnity), in tort (including negligence), under any statute or otherwise arising out of or in connection with the negligent acts or omissions, willful misconduct, or fraud of the Vendor in connection with any disclosure by Marand to the Vendor of Personal Data.

25.9. Confidential Information. All non-public, confidential or proprietary information of Marand, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Marand to the Vendor, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement (collectively, "**Confidential Information**") is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Marand in writing. Upon Marand's request, the Vendor shall promptly return all Confidential Information, documents, and other materials received from Marand. Marand shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to the Vendor at the time of disclosure; or (c) rightfully obtained by the Vendor on a non-confidential basis from a third party.

25.10. Legally Required Disclosure. If the Vendor is legally required to disclose any Confidential Information of Marand in connection with any legal or regulatory proceeding, then the Vendor will, if lawfully permitted to do so, promptly notify Marand prior to disclosure and to allow Marand a reasonable opportunity to seek appropriate protective measures or other remedies prior to disclosure and/or waive compliance with the terms of this Agreement. If these protective measures or other remedies are not obtained, or Marand waives compliance with the terms of this Agreement, then the Vendor may disclose only that portion of that Confidential Information that it is, according to the opinion of counsel, legally required to disclose and will exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded to that Confidential Information. Such information will remain

Confidential Information for all other purposes. As required by the Defend Trade Secrets Act of 2016 and notwithstanding any other provision of this Agreement to the contrary:

- (a) The Vendor will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a Marand trade secret that: (1) is made both: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.
- (b) If the Vendor files a lawsuit for retaliation by Marand for reporting a suspected violation of law, the Vendor may disclose Marand's trade secret to the Vendor's attorney and use the trade secret information in the court proceeding if the Vendor both: (1) files any document containing the trade secret under seal and (2) does not disclose the trade secret, except pursuant to court order.
- (c) The Vendor agrees that, notwithstanding any provision in this Agreement to the contrary, Marand may disclose the terms of this Agreement, including the Vendor's identity, services rendered, and the payment terms, in accordance with any regulatory examination.

25.11. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer or agency relationship. The Vendor shall be an independent contractor pursuant to this Agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

25.12. Governing Law. This Agreement and all related documents, including all exhibits (if and as applicable), and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Texas, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

25.13. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in any United States federal court or state court located in the State of Texas in the City of Dallas and County of Dallas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by certified mail in accordance with Section 25.1 shall be effective service of process for any suit, action, or other proceeding brought in any such court. The parties irrevocably and

unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

25.14. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS DECIDED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 25.14.

25.15. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following Section: 13.4, 13.8, 13.11, 13.11, 18.4, 25.8, 25.9, 25.10, 25.12, 25.13, 25.14, and this 25.15.

25.16. Cumulative Remedies. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 23.3 to the contrary.

25.17. Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under any of Sections 9, 10, 19, 20, 24.2, or 25.8 would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

25.18. Amendment and Modification. Subject to Section 15, this Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each

party. The Vendor agrees to negotiate in good faith with Marand to incorporate additional provisions herein or to change provisions, as is required to comply with the applicable Prime Contract or with amendments or modifications to the applicable Prime Contract.

25.19. Entire Agreement. This Agreement, and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of any of the Purchase Order, these Terms, and any documents incorporated by reference therein or herein, including any related exhibits and schedules thereto, the statements in these Terms shall control; *provided, however,* that the Purchase Order may include additional or special terms and conditions which are expressed to override, exclude, or modify these Terms. Where such terms are included, they will take precedence in the following order:

- (a) any referenced document, plan or specification, such as the applicable Prime Contract (a "**Referenced Contract**"), whether attached or incorporated by reference that requires any related secondary contracts to incorporate certain terms of the Referenced Contract;
- (b) the terms of the Purchase Order;
- (c) these Terms; and
- (d) to the extent not covered by Section 25.19(a), any referenced document, plan or specification whether attached or incorporated by reference.

25.20. Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. If any date on which a party is required to make a payment or a delivery pursuant to the terms hereof is not a Business Day, then such party shall make such payment or

delivery on the next succeeding Business Day. "**Business Day**" means a day other than a Saturday, Sunday or day on which commercial banks in the State of Texas are authorized or required to be closed for business.

anticipated interruption of the Work. The Vendor shall actively exercise, review, and update the plan, any future updates or revisions to the plan shall be no less protective than the plan in effect as of the date of the Purchase Order.

- 25.21. Further Assurances. Each of the parties hereto shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.
- 25.22. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "**Impacted Party**") failure or delay is caused by or results from unforeseen effects of the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, quarantines, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency. The Impacted Party shall give notice within five days of the Force Majeure Event to the other party, describing such Force Majeure Event and stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 25.22, the other party may thereafter terminate this Agreement upon 30 days' written notice.
- 25.23. Federal Contractor Requirements. Unless exempt, the Vendor and any permitted subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, 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, national origin, protected veteran status or disability. If applicable the Vendor and permitted any subcontractor shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.
- 25.24. BCDRP. The Vendor shall maintain a business continuity and disaster recovery plan for the Work and execute such plan in the event of any unplanned or

EXHIBIT A

DATA PROTECTION ADDENDUM

This Data Protection Addendum (“**DPA**”) is part of and incorporated into the Agreement. Except as expressly stated otherwise, in the event of a conflict between the terms of the Agreement and the terms of this DPA, the terms of this DPA will take precedence to the extent necessary to resolve the conflict.

1. Definitions

Capitalized terms used in this DPA but not otherwise defined in the body hereof have the meanings ascribed to them in the Agreement.

- 1.1. “**Data Subject**” means the identified or identifiable natural person to whom Personal Information relates.
- 1.2. “**Processing**” means any operation or set of operations that are performed on Personal Information, whether or not by automated means, such as access, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure, transmission, dissemination or otherwise making available, alignment or combination, blocking, return or destruction. The terms “Process”, “Processes” and “Processed” will be construed accordingly.
- 1.3. “**Security Incident**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information transmitted, stored or otherwise Processed by the Vendor and/or its Sub-processors in connection with the provision of the Services.
- 1.4. “**Sub-processor**” means any person or entity engaged by the Vendor, including all subcontractors and affiliates of the Vendor, that Processes Personal Information in connection with the Agreement.

2. Processing of Personal Information

- 2.1. The Vendor agrees that with regard to all Personal Information Processed by, or accessible to the Vendor, the Vendor will only Process Personal Information on behalf of Marand, according to Marand’s documented instructions, which include the Agreement and this DPA, and will not retain, use or disclose any Personal Information for any other purpose unless required to do so by law.
- 2.2. The Vendor shall not: (a) Sell or Share (as those terms are defined under applicable Data Protection Laws) the Personal Information; (b) retain, use or disclose the Personal Information for any purpose other than for the limited and specific purpose of providing to Marand the services and/or products specified in the Agreement, including retaining, using or disclosing the Personal Information for a commercial purpose other than providing the services specified in the Agreement; (c) retain, use or disclose the Personal Information outside of the Vendor’s direct business relationship with Marand; or (d) combine the Personal Information which the Vendor receives from Marand with other Personal Information that the Vendor receives from or on behalf

of another person or that the Vendor independently collects. The Vendor hereby certifies that it understands and will comply with the restrictions of this DPA.

- 2.3. The Vendor grants to Marand the right, upon notice, to monitor and take reasonable and appropriate steps to (a) ensure that the Vendor’s use of Personal Information is consistent with Marand’s obligations under applicable Data Protection Laws and (b) stop and remediate any unauthorized use of Personal Information.
- 2.4. The Vendor shall comply with and provide the same level of privacy protection as required by Data Protection Laws. The Vendor will promptly notify Marand if it determines that it can no longer meet its obligation under Data Protection Laws.

3. Confidentiality

- 3.1. The Vendor shall ensure that (a) any person it authorizes to Process Personal Information (including the Vendor’s employees, agents, and Sub-processors) (each, an “**Authorized Person**”) is informed of the confidential nature of Personal Information and subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty); (b) only Authorized Persons have access to and Process Personal Information; and (c) such access and Processing is limited to the extent necessary to provide the Services in accordance with the Agreement. The Vendor shall be responsible for any breach of this DPA caused by the act, error, or omission of an Authorized Person.

4. Security

- 4.1. The Vendor represents, warrants, and covenants that it shall implement, maintain, and document an information security program that incorporates administrative, technical, and physical safeguards that (a) at a minimum, protect Personal Information against reasonably anticipated threats or hazards, including from unauthorized access, loss, destruction, use, modification, or disclosure; (b) comply with applicable Data Protection Laws; and (c) comply with the most recent published version of one or more of the following industry standards: NIST Cybersecurity Framework, ISO 27001, PCI-DSS or SANS/CIS Critical Security Controls.

5. Security Incidents

- 5.1. In the event of an actual or suspected Security Incident impacting Personal Information or any system which houses Personal Information, the Vendor shall (a) notify Marand without undue delay, but no later than 72 hours after the Vendor or any Sub-processor becomes aware of such Security Incident; (b) provide Marand with

sufficient details of the Security Incident to allow Marand to meet any obligations under Data Protection Laws to report or inform Data Subjects or relevant government agency or regulatory authority of the Security Incident; and (c) cooperate, and require any Sub-processor to cooperate, with Marand in the investigation, mitigation, and remediation of any such Security Incident.

Agreement for any reason, the Vendor shall, at Marand's option, delete or return all Personal Information (including copies thereof) in the Vendor's possession or the possession of its Sub-processors, and certify in writing to Marand that such Personal Information has been returned to Marand or disposed of securely. The Vendor shall comply with all reasonable directions provided by Marand with respect to the return or disposal of Personal Information.

6. Sub-processors

6.1. The Vendor must obtain prior written authorization from Marand before subcontracting to a Sub-processor any portion of the Services that entail access to Personal Information. The Vendor shall execute written agreements with each Sub-processor containing terms that impose the same or stricter security, privacy, and confidentiality requirements as those contained in this DPA. The Vendor shall remain fully liable to Marand for the acts, errors, or omissions of its Sub-processors. Marand reserves the right to request a list of the Vendor's active Sub-processors.

7. Data Subjects' Rights

7.1. The Vendor shall promptly notify Marand if it receives a request from a Data Subject regarding Personal Information, including a request by a Data Subject to exercise a right under Data Protection Laws. The Vendor shall await instructions from Marand concerning whether, and how, to respond to such requests.

7.2. The Vendor shall provide all reasonable and timely assistance to Marand to enable Marand to fulfil its obligations to respond to such requests, including at minimum, maintaining the ability to access, modify, remove from Processing, or irrevocably delete or destroy the Personal Information of an individual Data Subject when requested by Marand.

8. Compliance and Audits

8.1. Upon Marand's request, the Vendor shall provide such assistance as Marand reasonably requires in ensuring compliance with Marand's obligations under applicable Data Protection Laws, including but not limited to any data protection impact assessments and any prior consultations with any regulator where required.

8.2. The Vendor shall make available to Marand all information necessary to demonstrate the Vendor's compliance with this DPA, as well as any applicable Data Protection Laws, and shall allow for and contribute to audits, including inspections, by Marand, or a third-party auditor mandated by Marand, in order to assess the Vendor's compliance. The Vendor shall fully cooperate with such audits or assessments by providing reasonable access to knowledgeable personnel; physical premises; and any relevant records, documentation, processes, and systems in order that Marand may satisfy itself of the Vendor's compliance with this DPA.

9. Return or Destruction of Personal Information

9.1. Upon request by Marand at any time during the term of the Agreement, or upon termination or expiration of the