

## GENERAL TERMS AND CONDITIONS FOR CONNECTED PRODUCT LEASES

These General Terms and Conditions for Connected Product Leases (these "Terms") are by and between Green Turtle Americas Ltd. with an address at 511 W. Freshwater Way, Milwaukee, WI 53204 ("Green Turtle") and the customer that purchases a Green Turtle Product ("Customer"). These Terms, together with the Order (as defined below), and any email, price quotation, order acknowledgement, or other similar form issued by Green Turtle and referencing or relating to these Terms (together, this "Agreement"), are intended by the parties to be the final expression of their agreement, and are intended also as a complete and exclusive statement of the terms and conditions thereof.

### CUSTOMER UNDERSTANDS AND AGREES THAT BY LEASING THE CONNECTED PRODUCTS, IT AGREES TO THE TERMS AND CONDITIONS IN THIS AGREEMENT.

For good and valuable consideration, the parties agree as follows:

1. **Leasing of Connected Products.** Green Turtle manufactures and leases, and Customer desires to lease, certain products, which have the option to pair with an internet connected device ("Connected Products"). Customer agrees to lease from Green Turtle the Connected Products set forth in the Connected Product Lease Agreement ("Order") pursuant to this Agreement. Each Order sets forth the applicable Connected Products, pricing, and other leasing details. Orders become binding upon the parties and a part of this Agreement upon the signature of the authorized representatives of both parties. Orders may only be modified upon the signed written agreement of both parties.
2. **Software.**
  - a. **Software Ownership.** The software embedded in the Connected Products, if any ("Software"), is provided for Customer's use pursuant to Section 2.b. only and not otherwise transferred to Customer. Green Turtle and its licensors own all right, title and interest in and to, and retain ownership of, the Software.
  - b. **Software Use Rights.** During the Lease Term, Green Turtle grants to Customer a perpetual, terminable, non-assignable, non-exclusive right to use the Software solely for its intended operation with the Connected Products, in the United States. Any third-party Software embedded in the Connected Products may be subject to additional third-party terms and conditions.
  - c. **Restrictions.** Customer may not: (i) decompile, reverse engineer, disassemble, copy, adapt, translate, distribute or modify the Software, or attempt to derive or access the Software's source code; or (ii) resell, lease, sublicense or otherwise transfer or make the Software available to a third party.
  - d. **Updates.** Green Turtle may, but is not required to, provide updates or upgrades to the Software in its sole discretion. In the event Customer has an active Subscription Service Agreement in effect and maintains an internet connection, Green Turtle may automatically update or upgrade the Software in the Connected Products in its sole discretion. If either (a) Customer disconnects the Connected Products from the internet or (b) Customer's Subscription Service Agreement is terminated, Customer will not receive applicable updates or upgrades (if any) and therefore the Connected Products may not work properly.

3. **Documentation.** During the Lease Term, Customer may use the Green Turtle-published specifications for the Connected Products provided in writing by Green Turtle ("Documentation") solely for Customer's use of the Connected Products for its intended purposes as set forth in the Documentation.
4. **Subscription Services, Support and Data.** The Connected Products contain internet connected functionality, which, to the extent applicable, is governed by the Connected Products Subscription Order Form ("Subscription Service Agreement") executed by the parties. The Subscription Service Agreement sets forth the terms, conditions and pricing of such subscription services, the details regarding the data and analytics information collected by Green Turtle and its licensors from the Connected Products, and the ownership of such data and analytics information. The connected functionality of the Connected Products will only be enabled by Green Turtle to the extent that subscription services are purchased from Green Turtle. Green Turtle only provides support and maintenance for Connected Products if Customer purchases subscription services pursuant to a Subscription Service Agreement, and the details of such are set forth therein.
5. **Quotations.** Rental fees ("Rental Fees") for the leasing of the Connected Products are set forth in the Order. Quotations are valid for thirty (30) days unless extended in writing by Green Turtle. Additional charges may be made to cover any extra, unforeseen or unusual cost elements, including without limitation, overtime work authorized by Customer, special packing, engineering, special certificates determined after quality review, or documentation. All Orders are subject to acceptance by Green Turtle and credit approval. Rental Fees do not include sales, use, personal property, excise, VAT, GST, and all similar taxes. All applicable taxes arising from the leasing of the Connected Products are the responsibility of Customer, except for taxes relating to Green Turtle's income.
6. **Billing.** Terms are net, payable 30 days from date of invoice. All pricing is in U.S. currency. A 1-1/2% monthly (18% annual) service charge will be added to the outstanding balance of all past due invoices. All Orders are subject to credit approval by the Green Turtle Credit Department prior to the acceptance of an Order. Orders may be refused, delivery may be withheld, or shipment stopped in transit without any liability on Green Turtle's part at Green Turtle's sole discretion based upon Customer's credit worthiness as determined by Green Turtle. Any Rental Fees payable by Customer under this Agreement shall be paid without any deduction or set-off and without prior notice or demand.
7. **Return of Equipment.** Customer shall, at its risk and expense, no later than the expiration of the Lease Term; (a) deinstall, inspect and properly pack the Connected Products and (b) return the Connected Products, freight prepaid, to Green Turtle's facility by delivering the Connected Products on board such carrier as Green Turtle may specify. Customer shall cause the Connected Products returned for any reason under this Agreement to (A) be free and clear of all liens and rights of third parties; (B) be in the same condition as when delivered to Customer, ordinary wear and tear excepted; and (C) be in compliance with applicable law.
8. **Shipping Terms.** All sales are F.O.B. Green Turtle's location. Routing of shipment shall be determined at the sole direction of Green Turtle. Shipping dates are estimates and time of delivery shall not be of the essence of this lease contract. Under no circumstances will Green Turtle have any responsibility on account of any delays in manufacture, transportation, or otherwise. Terms of Export Shipment on application. Green Turtle's standard terms apply, including freight prepaid by

Customer. Please contact Green Turtle's customer service department for guidance on potential additional shipping charges.

9. **Installation.** Customer is responsible for installation of the Connected Products.

10. **Term and Termination.**

- a. **Term.** The Lease Term (as defined below) shall begin on the Start Date and end on the End Date, each as set forth in the Order (the "Initial Lease Term"). Upon the expiration of the Initial Lease Term, the Lease Term shall automatically renew for successive one-year periods until terminated in accordance with this Section 10 (each such period, a "Renewal Lease Term" and together with the Initial Lease Term, the "Lease Term").
- b. **Termination for Convenience.** Green Turtle may terminate this Agreement and/or the Lease Term set forth in the Order for any reason in its sole discretion upon thirty (30) days prior written notice to Customer.
- c. **Termination For Breach.** A party may terminate this Agreement and/or the Lease Term set forth in the Order upon the other party's failure to cure a material breach of this Agreement if the breaching party fails to cure such material breach within fifteen (15) days of the date that written notice of such material breach is sent by the non-breaching party. At termination, Customer shall immediately pay to Green Turtle all fees set forth in the Order and otherwise owed to Green Turtle under this Agreement, including without limitation any Rental Fees owed by Customer to Green Turtle for the terminated portion of the remaining Lease Term.
- d. **Termination for Bankruptcy.** Green Turtle may immediately terminate this Agreement and/or the Lease Term set forth in the Order upon written notice to Customer, if any of the following events occurs: (a) Customer commits any act of bankruptcy, (b) Customer becomes insolvent or makes a general assignment for the benefit of its creditors or an arrangement for its creditors, (c) Customer is unable to pay its debts as they become due or files a petition under any bankruptcy or insolvency act, (d) Customer has any such petition filed against it which is not dismissed within sixty (60) days, (e) a receiver or manager is appointed for the business of Customer; or (f) Customer takes the benefit of any law in force for the winding up or liquidation of its corporation or other entities.
- e. **Representations.** Each party represents to the other that: (a) it is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the power and authority to enter into and perform its obligations under this Agreement; (ii) the person executing and delivering this Agreement on behalf of such party is duly authorized to make such execution and delivery; (iii) this Agreement constitutes a valid obligation, binding upon and enforceable against each such party in accordance with its terms; and (iv) execution and delivery of this Agreement and the performance of each such party's obligations do not breach any contract between such party and any third party.

11. **Leased Product Repair or Replacement.**

- a. **Repair or Replacement.** During the first year of the Lease Term, and provided all Rental Fees for the Connected Products have been paid by Customer to Green Turtle, to the

extent the Connected Products fail to materially conform to the Documentation, Green Turtle will, at its discretion, and as Customer's sole and exclusive remedy: (i) repair the Connected Products; or (ii) replace the Connected Products.

Customer will bear the costs of access for Green Turtle's remedial efforts (including removal and replacement of systems, structures or other parts of Customer's facility), de-installation, decontamination and re-installation.

- b. **DISCLAIMER. THE FOREGOING REMEDIES ARE IN LIEU OF ALL WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, ARISING UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. GREEN TURTLE DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE PROVIDED WILL BE UNINTERRUPTED OR ERROR OR BUG-FREE. GREEN TURTLE DOES NOT WARRANT THAT THE CONNECTED PRODUCTS WILL PREVENT SPILLS, OVERFLOWS, OR OTHER DAMAGE TO YOUR PROPERTY OR PREMISES.**
- c. **What is Not Covered.** Green Turtle's repair or replacement obligation does not apply to: (i) improper or unauthorized repair, installation or maintenance of the Connected Products by a party other than Green Turtle; (ii) use for purposes or under conditions other than those for which designed, or other abuse, negligence, misuse, unauthorized access, or normal wear and tear; (iii) unauthorized attachments, modifications or disassembly; (iv) damage during shipping; or (v) Connected Products purchased or leased from unauthorized distributors, resellers or internet sites. Customer's care in selection, adequate testing at the time of installation and proper installation, operation and maintenance of all Connected Products is required for adequate performance.
- d. **Other Disclaimers.** Connected Products designed and manufactured by Green Turtle are capable of being used in a safe manner, but Green Turtle does not warrant their safety. Connected Products are provided with only those safety devices identified herein (if any). **IT IS CUSTOMER'S RESPONSIBILITY TO FURNISH THE APPROPRIATE SAFEGUARDS AND TO INSTALL AND USE THE CONNECTED PRODUCTS IN A SAFE MANNER IN COMPLIANCE WITH APPLICABLE REGULATIONS AND LAWS AND GENERAL STANDARDS OF REASONABLE CARE. YOU MUST REPAIR AND MAINTAIN THE CONNECTED PRODUCTS IN ACCORDANCE WITH THE RELEVANT DOCUMENTATION. FAILURE TO DO SO MAY RESULT IN DAMAGE TO THE CONNECTED PRODUCTS, PROPERTY DAMAGE, BODILY HARM, AND/OR SERIOUS INJURY OR DEATH. YOU ACCESS AND USE THE CONNECTED PRODUCTS AT YOUR OWN RISK AND SHOULD ONLY USE THE CONNECTED PRODUCTS WHEN YOU CAN SAFELY OPERATE THE CONNECTED PRODUCTS. IF CUSTOMER FAILS TO DO SO, CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD GREEN TURTLE HARMLESS FROM ANY LOSS, COST, EXPENSE, DAMAGE, ACTION OR CAUSE OF ACTION RESULTING FROM CUSTOMER'S FAILURE.**

**FURTHERMORE, YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR INJURY (INCLUDING DEATH) TO PERSONS THAT OCCUR ON YOUR PREMISES OR RELATING TO YOUR USE OF THE CONNECTED PRODUCTS, INCLUDING WITHOUT LIMITATION SPILLS OR OVERFLOWS. THE CONNECTED**

**PRODUCTS SHOULD BE VIEWED AS ONE OF MANY TOOLS YOU USE AND SHOULD NOT BE RELIED ON SOLELY AS THE ONLY MEANS YOU USE TO PROTECT YOUR PROPERTY FROM DAMAGE, SPILLS OR OVERFLOWS. FURTHER, MANY FEATURES OF THE CONNECTED PRODUCTS ARE NOT AVAILABLE TO YOU IF YOU DO NOT PURCHASE THE SUBSCRIPTION SERVICES OR KEEP THE CONNECTED PRODUCTS UP-TO-DATE OR IN GOOD WORKING ORDER.**

12. **Maintenance; Risk of Loss.** Except to the extent of a Green Turtle repair or replacement obligation under Section 11(a), Customer, at its sole cost and expense, shall maintain the Connected Products in a good state of repair and in accordance with applicable laws and Green Turtle's guidelines. Customer shall bear all risk of loss, damage, destruction, or theft of the Connected Products during the Lease Term (as set forth in the Order).
13. **Insurance.** During the Lease Term (as set forth in the Order), Customer shall, at its own expense, maintain and carry insurance in full force and effect which covers the Connected Products at full replacement value for all loss and damage, with a financially sound and reputable insurer. Upon Green Turtle's request, Customer shall provide Green Turtle with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Green Turtle as an additional insured. Customer shall provide Green Turtle with thirty (30) days' advance written notice in the event of a cancellation or material change in Customer's insurance policy required herein. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Green Turtle and its insurers.
14. **Use of Leased Connected Products.** Customer shall use the Connected Products in a commercially reasonable manner only for the purpose for which the Connected Products are intended as set forth in the Documentation and will comply with Green Turtle's instructions regarding the use and maintenance of the Connected Products and all applicable laws, rules, ordinances, statutes, orders, guidelines and industry standards regarding the use and maintenance of the Connected Products. Customer shall not remove the Connected Products from Customer's address specified on the Order without prior written approval of Green Turtle. Customer shall allow Green Turtle to enter Customer's premises at all reasonable times to locate and inspect the state and condition of the Connected Products.
15. **Ownership of Leased Connected Products.** Title to any Connected Products remains with Green Turtle throughout the Lease Term (as set forth in the Order), and Customer shall acquire no right, title or interest in or to the Connected Products. Customer expressly agrees not to hold itself out at any time during the Lease Term as having title to the Connected Products and shall keep the Connected Products free from all levies, liens and encumbrances of all kinds. Customer authorizes Green Turtle to file precautionary Uniform Commercial Code financing statements and other similar filings and recording with respect to the Connected Products. Customer agrees not to file any corrective or termination statements or partial releases with respect to any Uniform Commercial Code filings or other similar filings or recordings filed by Green Turtle in connection with the Connected Products, except with Green Turtle's express written consent. Customer shall legibly mark or permit Green Turtle to legibly mark the Connected Products in a reasonably prominent location with a plate, or other marking, which shall not be removed or defaced, bearing such legend as shall, in the opinion of Green Turtle, be appropriate or desirable to evidence the fact of Green Turtle's ownership of the Connected Products and Customer shall not allow or permit the name of any person, association or corporation to be placed on the Connected Products except as directed by Green Turtle. It is the express intent that this Agreement constitutes a true lease and in no event

shall this Agreement be construed as a sale of the Connected Products. The Connected Products are, and shall at all times be and remain, personal property notwithstanding the Connected Products or any part thereof, may now be, or hereafter become, in any manner attached or affixed to, or imbedded in or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent. Customer shall obtain and deliver to Green Turtle (to be recorded at Customer's expense) from each person having an encumbrance or lien on or interest in the real property where the Connected Products are to be located (including without limitation, any landlords or lessors of such real property), waivers or disclaimers of any liens, encumbrances, rights to fixtures, or any other interest which such person may have or hereafter obtain or claim with respect to the Connected Products. Customer further agrees to keep the Connected Products free from all claims, liens and legal processes of creditors of Customer. If Customer shall fail to make any payment or perform any act required by this Agreement, Green Turtle may, but shall not be obligated to, make such payment or perform such act for the account of and at the expense of Customer without waiving any default or releasing any obligation. Customer hereby indemnifies and shall pay to Lessor, upon demand, all sums expended and losses suffered or incurred by Green Turtle pursuant to this section, plus interest thereon, at the highest rate permitted by law, from the date on which such sums are expended or losses are suffered or incurred, to the date on which Customer reimburses Green Turtle therefor and such sums and losses shall be included as additional Rental Fees hereunder.

16. **Prohibited Uses.** Customer shall not connect the Connected Products to any sensors or products other than those provided by Green Turtle. Customer shall not use the Connected Products with any systems, equipment or software of a competitor of Green Turtle or its affiliates. A competitor of Green Turtle or its affiliates is a person or party that provides the same or similar products or services as Green Turtle or its affiliates.
17. **Intellectual Property Rights.** All manufacturing devices, design data and other technical information relating to an Order will remain Green Turtle's property. All new intellectual property conceived or created by Green Turtle in the performance of this Agreement, whether alone or with any contribution from Customer, is owned exclusively by Green Turtle. Customer shall execute any documentation reasonably requested by Green Turtle to evidence Green Turtle's exclusive ownership of any such new intellectual property. Customer's patterns/tooling in Green Turtle's possession are held at Customer's risk and not covered by Green Turtle's insurance.
18. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IT IS EXPRESSLY AGREED THAT GREEN TURTLE'S TOTAL LIABILITY FOR ANY DAMAGES, COSTS OR EXPENSES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CONNECTED PRODUCTS, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT/EXTRA-CONTRACTUAL LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE IS LIMITED TO \$100. UNDER NO CIRCUMSTANCES WILL GREEN TURTLE OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR ASSIGNS BE LIABLE FOR ANY OTHER REMEDY, LOSS, COST, DAMAGE OR EXPENSE WHETHER DIRECT OR INDIRECT.**

**IN NO EVENT WHATSOEVER WILL GREEN TURTLE OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS OR ASSIGNS (TOGETHER, "GREEN TURTLE PARTY(IES)") BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, LIQUIDATED, EXEMPLARY, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED**

**TO, LOSS OF USE, INCOME, PROFIT, OR PRODUCTION; INCREASED COST OF OPERATION; SPOILAGE OR DAMAGE TO MATERIAL OR DATA; OR CHANGE OUT COSTS, REGARDLESS OF THE FORM OF ACTION AND EVEN IF GREEN TURTLE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**19. Confidentiality.**

- a. **Defined.** “Confidential Information” means any information disclosed by or on behalf of Green Turtle to Customer or its affiliates or agents, relating to the subject matter of this Agreement or to Green Turtle or its affiliates, that is confidential or proprietary, regardless of the format or medium and irrespective of such information being explicitly marked as “confidential” or “proprietary”. Green Turtle’s Confidential Information includes, without limitation Green Turtle’s and its affiliates business, operational, financial, technical, product and proprietary information, Green Turtle’s and its affiliates intellectual property rights, the Documentation, the Software and all source code underlying the Software, this Agreement and any information Customer should reasonably know to be confidential by the nature of the information or the nature or context of the disclosure.
- b. **Non-Disclosure.** Customer shall hold Green Turtle’s Confidential Information in strict confidence, and agrees that it will not disclose the Confidential Information to third parties or use the Confidential Information other than for the limited purpose of performing its obligations or exercising its rights under this Agreement. Customer agrees to use its best efforts to protect the Confidential Information from disclosure, with at least as stringent of protections used by Customer to protect its own confidential information, but in no event less than commercially reasonable protections. Customer agrees that it will only disclose the Confidential Information to its employees that have a need to know to perform its obligations under this Agreement, and in such case, advise such employees that the Confidential Information is subject to these confidentiality obligations and will require those employees who obtain Confidential Information to comply with these obligations.

Customer shall not disclose or allow access to Confidential Information to any third party except: (i) if approved in writing by Green Turtle in advance; (ii) to those third parties with a specific need to know that Confidential Information to perform Customer’s obligations under this Agreement; and (iii) the third parties with access to the Confidential Information must have executed confidentiality agreements with Customer with terms no less restrictive and protective than those in this Agreement. Customer accepts full liability for any breach by parties to whom Customer discloses or allows access to any such Confidential Information.

Customer shall provide prompt written notice to Green Turtle of any suspected or known breach of this Section by Customer or its agents.

- c. **Return or Destruction.** Upon termination of this Agreement and/or at Green Turtle’s request, Customer will destroy or return to Green Turtle (whichever Green Turtle requests) all of Green Turtle’s Confidential Information (in any form or medium), including all copies, and certify to Green Turtle in writing that Customer has complied with the requirements of this provision within thirty (30) days of such termination, expiration, or request.
- d. **Equitable Relief.** Breach of this Section may result in irreparable harm for which money damages may be inadequate. Accordingly, Green Turtle is entitled to seek immediate,

equitable or injunctive relief without the need to post bond or other security, or the need to prove actual damages or the inadequacy of other available remedies.

## 20. Indemnification.

- a. **Customer's Duty to Indemnify.** You agree to defend, indemnify and hold harmless the Green Turtle Parties from and against any claims, actions, liabilities, damages, judgments, settlements, awards, losses, costs, expenses and fees (including reasonable attorneys' fees and court costs) arising from (a) your violation of this Agreement, (b) your use of the Connected Products, Software or Documentation, (c) claims that arise from a data privacy or security breach or incident, (d) third party claims for injury or death to a person, or property damage, including without limitation spills or overflows; (e) your violation of applicable laws; and (f) your violation of Green Turtle's or its licensor's intellectual property rights.
- b. **Notice of Claim.** Green Turtle will notify Customer within a reasonable time after Green Turtle first receives written notice of such third-party claim; however, delay in notice shall not relieve Customer of its duties to indemnify Green Turtle. Notwithstanding the foregoing, Green Turtle may elect, at its option and in its sole discretion, to control the defense of any such third-party claim. In the event Green Turtle permits Customer to control the defense of any third-party claim, Customer shall not agree to any settlement which (i) finds fault or liability or requires any obligations of any Green Turtle Parties without Green Turtle's advance written approval; and (ii) resolves the third-party claim in a manner that involves injunctive or other equitable relief.

## 21. General Terms.

- a. **Designs, Dimensions and Weights.** Due to normal Connected Products changes, the designs, dimensions, materials, components and weights shown in printed and electronic catalogs are subject to variation. If complete accuracy is required for an application, Customer must request additional information or certification from Green Turtle in advance of purchase.
- b. **Force Majeure.** Green Turtle will not be liable for delays in delivery due to circumstances beyond its reasonable control, including, but not limited to, acts of Customer, government, nature, or the public enemy, civil or labor unrest, fires, floods, explosions, epidemics, pandemics or outbreak of communicable disease, quarantines, internet, energy shortages, delay in obtaining licenses, or unavailability or reduced availability of supply at its usual source.
- c. **Relationship.** No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement. Customer does not have any authority of any kind to bind Green Turtle in any respect whatsoever. Green Turtle is selling to Customer on a non-exclusive basis.
- d. **Assignment.** This Agreement is not assignable, transferable or sublicensable by Customer except with Green Turtle's prior written consent. Customer shall not assign, sublet, hire out, or otherwise transfer or part with the possession, control or custody of any leased Connected Products except with Green Turtle's prior written consent. Green Turtle



may transfer and assign any of its rights and obligations under this Agreement or with respect to any Connected Products without consent.

- e. **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.
- f. **Compliance with Laws.** Customer will comply with all laws applicable to its performance under this Agreement and its use of the Connected Products.
- g. **Export Laws.** Green Turtle's obligations under this Agreement are conditioned upon Customer's compliance with all export laws of the United States and other applicable trade control laws and regulations with regard to the exportation of the Connected Products and any technical data associated therewith. Customer will not re-export, divert or direct Connected Products other than in and to the ultimate country of destination declared by Customer and specified as the country of ultimate destination on Green Turtle's invoice.
- h. **Governing Law.** The laws of the State of Wisconsin will apply to this Agreement, without reference to its conflict of laws provisions. The failure of Green Turtle to insist upon strict performance of any of the terms and conditions stated herein will not be considered a continuing waiver of any term or condition or of any of Green Turtle's rights. The headings in this Agreement are informational and do not modify the agreement. The parties specifically exclude the application of the U.N. Convention on the International Sale of Goods.
- i. **Venue.** Any action by Customer for breach of any of the terms of this Agreement by Green Turtle must be commenced within six (6) months of the alleged breach. The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Milwaukee, Wisconsin in any action arising out or relating to this Agreement or the Connected Products and both parties waive any objection they might have to jurisdiction or venue of such forum.
- j. **Severability.** Any provisions of this Agreement held invalid shall be severed and the remaining provisions shall continue in full force and effect.
- k. **Survival.** In the event of the termination of this Agreement, the provisions which by their nature are intended to survive expiration or termination shall survive, including without limitation Section 6 (Billing), Section 11 (Repair or Replacement), Section 15 (Ownership of Leased Products), Section 17 (Intellectual Property Rights), Section 18 (Limitation of Liability), Section 19 (Confidentiality), and Section 20 (Indemnification).
- l. **No Presumption.** This Agreement shall not be construed against either party on the grounds that all or any section of the Agreement was drafted by any particular party.
- m. **Entire Agreement.** This Agreement and any executed Order(s) constitute the entire agreement between the parties with regard to the subject matter herein and supersede all prior or contemporaneous negotiations, discussions, understandings or agreements between the parties. Neither party has relied upon any such prior or contemporaneous

communications. For the sake of clarity, the Subscription Services Agreement, Green Turtle Connected Products Terms of Use and the Green Turtle Connected Products Privacy Policy shall apply to your purchase of subscription services for the Connected Products. The parties agree that any amendment to this Agreement must be in writing and signed by the authorized representatives of both parties. The provisions of any purchase order or other writing inconsistent with this Agreement will not constitute a part of the contract of purchase and sale, and Green Turtle's failure to object to provisions contained in any purchase order or communication from Customer shall not be construed as an acceptance of any such provision or as a waiver of any term of this Agreement, even though there may have been acknowledgment of the purchase order, work has commenced or the order has shipped. WITHOUT LIMITING THE FOREGOING, GREEN TURTLE HEREBY EXPRESSLY OBJECTS TO ALL TERMS THAT ARE ADDITIONAL, INCONSISTENT OR CONTRADICTORY TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH TERMS ARE SPECIFIED IN ANY OTHER EMAIL, ACKNOWLEDGEMENT, PURCHASE ORDER, CONFIRMATION, OR OTHER DOCUMENT SUPPLIED BY CUSTOMER, INCLUDING WITHOUT LIMITATION THOSE TERMS AND CONDITIONS REGARDING LIABILITY AND INDEMNITY. No additional or contradictory terms will be effective unless expressly agreed to in a writing hand-signed by Green Turtle.