

COMPLI, LLC
TERMS AND CONDITIONS OF SALE

1. Governing Terms. These Terms and Conditions of Sale (“Terms”) apply to and govern the performance and sale by Compli, LLC (“Compli”) of any and all services (the “Services”) furnished by Compli to Buyer, except as otherwise stated in Compli’s quote or as otherwise agreed in a written agreement signed by Compli. Compli offers to sell the Services solely pursuant to these Terms and any acceptance by Buyer is expressly limited hereto.

2. Prices. The prices for the Services are those contained in Compli’s quote or, if no prices are stated therein, in Compli’s standard price list. Unless the parties otherwise agree in writing, the prices for the Services do not include any taxes, duties, brokerage fees, or costs of or insurance, which will be paid by Buyer in addition to the prices for the Services.

3. Payment. All payments for the Services are payable on the terms stated in Compli’s quote. If no payment terms are stated therein, all payments for the Services are due 30 days from the date of invoice, unless otherwise agreed in writing by Compli. All amounts past due will incur a late charge of 1.25% per month.

4. Breach. Any one of the following acts by Buyer will be a material breach of these Terms by Buyer: (a) Buyer fails to pay for the Services when due; (b) Buyer fails to accept conforming Services; (c) the filing of a voluntary or involuntary petition in bankruptcy against Buyer, Buyer’s insolvency, or an assignment for the benefit of creditors of Buyer; or (d) Buyer’s failure to provide adequate assurance of performance within ten (10) days after a justified demand by Compli. In the event of a breach, Compli, in addition to all other rights and remedies hereunder or at law or in equity and without liability to Buyer, may terminate its obligations by written notice to Buyer. Buyer will pay all costs, including attorneys’ fees, incurred by Compli as a result of the breach.

5. Limited Warranty. Compli warrants that it will perform the Services in a professional and workmanlike manner. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. COMPLI MAKES NO OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

6. Limitation of Liability. COMPLI WILL IN NO EVENT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER IN AN ACTION BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, ARISING FROM OR RELATED TO THE TRANSACTIONS HEREUNDER. IN ADDITION, IN NO EVENT WILL COMPLI’S TOTAL LIABILITY ARISING FROM OR RELATED TO THE TRANSACTIONS HEREUNDER, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, EXCEED THE TOTAL AMOUNT BUYER PAID TO COMPLI FOR THE SERVICES GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT.

7. Acknowledgment. Buyer acknowledges that Compli has set its prices, and has agreed to sell the Services to Buyer, in reliance on the limitations of liability, disclaimer of warranties and exclusive remedies set forth in these Terms, and that such provisions form an essential basis of the bargain between the parties, without which Compli would not have agreed to sell the Services to Buyer.

8. Indemnity. Buyer will defend, indemnify and hold harmless Compli and its members, managers, officers, employees and agents from and against any losses,

damages, claims, liabilities and expenses, including attorneys’ fees, arising from or related to: (a) Buyer’s or Buyer’s customers’ use of any of the Services; and (b) any failure by Buyer to perform any of its obligations under the Terms.

9. Intellectual Property. All products, designs, formulas, devices, software, data, processes, methods and any other items designed, developed or produced by Compli in connection with any Services are the sole property of Compli and are not “works made for hire” or “commissioned works.” Compli retains all patents, copyrights, trade secrets and other intellectual property rights with respect to any design, formula, process or other technology used in or resulting from the development or provision of the Services. Buyer will not have any right or license in or to any patent, copyright, trade secret or other intellectual property right not expressly granted by Compli in these Terms.

10. Confidential Information. All information Buyer receives or obtains from Compli that Buyer knows or should know is confidential to Compli, including pricing and trade secret information, will remain Compli’s confidential information. Buyer may not disclose such information to any third party or use such information except in connection with its use of the Services.

11. Legal Compliance. Buyer will comply with all applicable laws, regulations and administrative rules governing the purchase and use of the Services.

12. Assignment. Buyer may not assign any of its rights or delegate any of its obligations under these Terms, whether voluntarily, by operation of law or otherwise, without Compli’s prior written consent, and any purported assignment or delegation will be null and void. Subject to the foregoing, these Terms will bind each party and its respective successors and permitted assigns.

13. Force Majeure. Compli will not be liable for any delay or failure by Compli to furnish the Services due to causes beyond its control, such as acts of God, fires, epidemics, floods, riots, wars, terrorism, labor disputes, governmental actions or the inability to obtain sufficient materials, labor, components, energy, services, facilities or transportation on commercially reasonable terms.

14. Waiver. Compli’s waiver of any right it may have or any default by Buyer will not be a continuing waiver of such right or default or a waiver of any other right Compli may have under these Terms. No waiver by Compli will be effective except pursuant to a writing signed by Compli.

15. Governing Law; Venue. The laws of South Dakota will govern the validity, performance and construction of these Terms and any disputes arising from or relating to these Terms and the transactions contemplated hereunder. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to any Services sold by Compli or any disputes relating thereto. All disputes will be subject to the exclusive jurisdiction of the state or federal courts in Minnehaha County, South Dakota, and Buyer consents to the personal and exclusive jurisdiction and venue of these courts.

16. Entire Agreement. These Terms constitute the entire agreement between Buyer and Compli with regard to the Services and expressly supersede and replace any prior or contemporaneous agreements relating thereto. These Terms may not be superseded, cancelled or amended except in a writing signed by each party. If any provision of these Terms is determined to be invalid or unenforceable, such provision will be enforced to the extent possible and the remaining provisions will remain in full force and effect.