

CRIBMASTER AS A SERVICE TERMS AND CONDITIONS

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

THESE TERMS AND CONDITIONS (THIS “AGREEMENT”) ARE LIMITED TO THOSE CONTAINED HEREIN. THESE TERMS APPLY TO YOUR (“YOU” or “YOUR”) LEASE OF CERTAIN PRODUCTS AND PURCHASE OF ANCILLARY SERVICES PROVIDED BY STANLEY INDUSTRIAL & AUTOMOTIVE, LLC (“CRIBMASTER”) AS DESCRIBED IN THE CRIBMASTER ORDER FORM(S) (DEFINED BELOW). BY PLACING AN ORDER FOR THE PRODUCTS THROUGH CRIBMASTER OR A CRIBMASTER DISTRIBUTOR, YOU AGREE TO BE BOUND BY AND ACCEPT THIS AGREEMENT UNLESS YOU AND CRIBMASTER HAVE SIGNED A SEPARATE AGREEMENT THAT EXPRESSLY OVERRIDES THIS AGREEMENT, IN WHICH CASE THAT SEPARATE AGREEMENT WILL CONTROL.

YOU MAY ISSUE A PURCHASE ORDER OR OTHER FORM FOR ADMINISTRATIVE PURPOSES ONLY. ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED IN ANY SUCH PURCHASE ORDER OR ANY FORM DELIVERED BY YOU (I) WILL BE NULL AND VOID AND (II) ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN. CRIBMASTER’S FULFILLMENT OF YOUR ORDER DOES NOT CONSTITUTE ACCEPTANCE OF ANY OF YOUR TERMS AND CONDITIONS AND DOES NOT SERVE TO MODIFY OR AMEND THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT AND ANY CRIBMASTER ORDER FORMS ISSUED IN CONNECTION HERewith WILL CONTROL. NO COURSE OF PRIOR DEALINGS BETWEEN THE PARTIES AND NO USAGE OF TRADE WILL BE RELEVANT TO DETERMINE THE MEANING OF THE TERMS OF THIS AGREEMENT OR ANY CRIBMASTER ORDER FORM.

1. Definitions.

- (a) “CribMaster Order Forms” means collectively, any invoice, sales quote, purchase order form, or other documentation provided by CribMaster in connection with the Products provided hereunder.
- (b) “Hosting Services” means integrated application and data hosting services including the required infrastructure, operating systems, licenses, software, network and IT administration, security, and servers to deliver the CribMaster application accessible through the Products sold by CribMaster.
- (c) “Products” means the hardware set forth in your CribMaster Order Form.
- (d) “Software” means CribMaster-owned software (such as CM WEB) or any third-party software provided by CribMaster under a license from a third-party supplier, including software embedded in the Products (whether operating on a single computer, network or web hosted environment).

2. Term.

- (a) Unless earlier terminated in accordance herewith, this Agreement shall be in effect for a period of three (3) years from the Effective Date (the “Initial Term”).

- (b) The Parties may mutually agree in writing to renew this Agreement for additional one (1) year periods (each, a “Renewal Term”). The Parties agree to discuss such renewal at least 90 days prior to the end of the current Term. CribMaster, at its sole option, is entitled to charge the prevailing price for each Renewal Term.
- (c) The Initial Term together with each Renewal Term, if any, shall be referred to herein collectively as the “Term.”

3. Leasing of Products; Terms of Software and Hosting Services.

- (a) Pursuant to this Agreement, CribMaster leases to you the Products for the Term (defined below). You acknowledge that the Products are the sole property of CribMaster or its licensors or service providers and are leased to you, not sold. The Products may be new or reconditioned. You agree to keep the Products (i) in good working order and condition, normal wear and tear excepted, (ii) free and clear of any liens or other encumbrances, and (iii) shall not permit any act where CribMaster’s title or rights may be adversely impacted. You are responsible for complying with all laws and regulations relating to the possession, use and maintenance of the Products.
- (b) Embedded within and/or accessible through the Products is Software. Such Software will be set forth in the CribMaster Order Form and is subject to the terms of Exhibit C – CribMaster Application Software of CribMaster’s Customer Purchase Terms and Conditions, which is incorporated herein by reference. To the extent the foregoing terms reference a “purchase” of Products, such terms shall be construed to refer to a lease of Products for the purposes of this Agreement instead. From time to time, CribMaster may make updates to the Software available for installation through the Products. You are solely responsible for installing such updates on a timely basis.
- (c) The Products require CribMaster to provide Hosting Services. The Hosting Services provided are subject to the terms of Exhibit D – Hosting Services Terms and Conditions of CribMaster’s Customer Purchase Terms and Conditions, which is incorporated herein by reference. To the extent the foregoing terms reference a “purchase” of Products, such terms shall be construed to refer to a lease of Products for the purposes of this Agreement instead.
- (d) In the event of a CribMaster Audit, Customer may be required to provide evidence of the leased Product(s) at the discretion of CribMaster including, but not limited to, photos of the leased Product(s).

4. Support. For so long as you are in compliance with the terms of this Agreement (including, but not limited to, your payment obligations), CribMaster shall provide reasonable technical support by telephone or electronic mail between the hours of 8 a.m. and 6 p.m. (EST) Monday through Friday to resolve problems relating to the use and operation of the Products.

5. Orders, Pricing, Delivery and Installation.

- (a) Orders. All purchase orders are subject to acceptance by CribMaster and will be deemed to specifically incorporate this Agreement by reference.
- (b) Pricing. The prices for the Products are set forth in the applicable CribMaster Order Form(s).

- (c) Delivery. CribMaster will ship Products F.O.B. Origin (CribMaster's facilities), according to CribMaster's standard shipping policy. CribMaster will make every reasonable effort to meet scheduled shipping dates, but those dates are not contract commitments, and CribMaster will not be liable for its failure to meet any shipping date.
- (d) Installation. Installation of the Products is the exclusive responsibility of you, unless otherwise set forth in the applicable CribMaster Order Form.

6. Payments. Unless otherwise set forth in the applicable CribMaster Order Form: (i) all terms are net 30 days, (ii) payment must be made via acceptable form such as credit card, check, wire transfer, or other electronic method. In the event of partial shipments, CribMaster will invoice, and you agree to pay the pro-rata price applicable to the items shipped. If an invoice remains unpaid for thirty (30) days from its due date, CribMaster may at its sole option impose a late fee on the unpaid balance at the rate of one percent (1 %) per month or the Secured Overnight Financing Rate (SOFR), whichever is higher, from the due date, not to exceed the highest interest rate permitted by law. Failure to pay within specified terms may, at the option of CribMaster result in

- (a) the suspension of any customer support with respect to Products,
- (b) the suspension or withholding, without liability, of software updates to Software, and/or
- (c) the termination of this Agreement by CribMaster effective immediately upon written notice to you, in which case you must promptly return all leased Products to CribMaster pursuant to Section 10
- (d) All reasonable travel, lodging, car rentals, and meal expenses will be billed to you unless otherwise specified in the applicable CribMaster Order Form. Any sales and use taxes shall be added to the invoice. If you claim an exemption from sales and use taxes, you must promptly provide CribMaster with the appropriate tax exemption certificate from the taxing authority.

7. Warranties.

- (a) Mutual Warranties. Each party represents to the other party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (ii) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (iii) the execution of a CribMaster Order Form by its representative has been duly authorized by all necessary corporate action of the party; and (iv) this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
- (b) Warranties by CribMaster for the term of the lease. CribMaster warrants and represents to you that the Products: (i) will, at the time of delivery and, with proper usage and maintenance as determined by CribMaster, through the term of this Agreement, conform substantially to their specifications and (ii) do not knowingly violate or infringe any valid U.S. patent, trademark, copyright, or other intellectual property right of any third party. The non-infringement warranty under Section 6(b)(ii) shall not apply to any infringement that results from any (y) modifications or derivatives developed by you or your employees or contractors, or (z) combination by you of the Products, or any unit or copy thereof, with equipment or software or other items not supplied by CribMaster. You shall indemnify CribMaster for damages suffered by CribMaster resulting solely from subsections (y) or (z) of this Section 6(b).

Additional Product-specific warranties may be listed in the applicable CribMaster Order Forms.

(c) Exclusive Remedy. In the event that a Product is nonconforming with the limited warranties set forth in Section 6(b) above and written notice thereof is provided to CribMaster, CribMaster will use commercially reasonable efforts to repair, replace, or otherwise correct, as applicable, any such nonconforming Product at CribMaster's option and expense. With respect to the warranty set forth in Section 6(b)(ii), if the Product becomes, or in CribMaster's opinion is likely to become, the subject of such an infringement or similar claim, CribMaster may, at CribMaster's option and expense, either procure the right for you to continue using the Product or replace or modify such Product so that it becomes non-infringing. The remedies set forth in this Section 6(c) constitute your sole remedy for any warranty claims hereunder.

(d) Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION ABOVE, CRIB MASTER DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATED TO THE PRODUCTS SOLD, SERVICES, RENDERED, AND/OR DELIVERABLES PROVIDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NONINFRINGEMENT.

8. Limitation of Liability. CRIBMASTER WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF PROFIT, LOST TIME, LOSS OF DATA, LOSS OF USE OF ANY EQUIPMENT, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, TECHNOLOGY OR SERVICES, REGARDLESS OF WHETHER CRIBMASTER HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES, WHETHER SUCH DAMAGES ARE OTHERWISE FORESEEABLE, AND THE THEORY UPON WHICH SUCH LIABILITY IS PREMISED. IN THE EVENT OF ANY LIABILITY INCURRED BY CRIBMASTER HEREUNDER, THE ENTIRE LIABILITY OF CRIBMASTER FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE DOLLAR AMOUNT PAID BY YOU FOR THE PRODUCT(S) OR PORTION THEREOF GIVING RISE TO THE CLAIM.

9. Indemnity.

(a) By CribMaster. CribMaster shall indemnify you from and against all claims, demands, actions, costs, expenses (including, but not limited to reasonable legal costs and disbursements), losses and damages arising out of or in connection with the infringement by the Product of a valid patent, copyright or trade secret right of a third party, provided you notify CribMaster promptly upon your receipt of any notice or claim in writing of any claim or threatened claim against you and thereafter co operate with CribMaster so that CribMaster will not be prejudiced in the defense, settlement or other handling of such claim or threatened claim.

(b) By You. You shall indemnify CribMaster against all claims, demands, actions, costs, expenses (including, but not limited to, reasonable legal costs and disbursements), losses and damages arising out of or with respect to (i) your breach of this Agreement, and/or (ii) your gross negligence or willful misconduct. Your obligation to indemnify CribMaster for claims in this section is contingent upon CribMaster notifying you promptly upon CribMaster's receipt of any notice or claim against CribMaster and thereafter co-operating with you so that you will not be prejudiced in the defense, settlement or other handling of such claim or threatened claim.

10. Termination.

- (a) Early Termination. If you terminate this Agreement prior to the end of the Term, you will be charged an early termination fee to be determined by CribMaster, not to exceed fifty percent (50%) of the total amounts payable to CribMaster over the course of the remaining Term for the Product(s). The parties acknowledge and agree that the harm to CribMaster caused by your early termination of this Agreement would be very difficult to accurately estimate, and that the foregoing termination fee is a reasonable estimate of the anticipated or actual harm that might arise from your early termination, including product retrieval, repair, and loss opportunity revenue.
- (b) Termination for Breach. CribMaster may terminate this Agreement and/or a CribMaster Order Form immediately upon material breach of any term of this Agreement by providing you with thirty (30) days' written notice of such termination, including the nature of the breach upon which such notice is based, and you fail to cure such breach within such thirty (30) day period.
- (c) Termination for Insolvency. CribMaster may terminate this Agreement and/or a CribMaster Order Form immediately by providing notice in writing to you, should any of the following events occur:
 - (a) you make an assignment for the benefit of creditors;
 - (b) you admit in writing your inability to pay its debts as they mature;
 - (c) a trustee or receiver of you is appointed by court; or
 - (d) a federal bankruptcy act which is acquiesced in or results in final adjudication in bankruptcy.
- (d) Effect of Termination. Upon expiration or termination of this Agreement for any reason, you must contact CribMaster within fourteen (14) business days to arrange for the return of the Products to an address designated by CribMaster at your sole cost and expense. You must return the Products to CribMaster in good working condition, normal wear and tear excepted, within thirty (30) days of termination or expiration of this Agreement. If CribMaster does not receive the Products within fourteen (14) days of termination or expiration, or if the Products are returned in damaged condition, CribMaster may charge you for all costs and expenses incurred in connection with retrieval of the Products and collection of any amounts due hereunder, including, without limitation, attorney's fees and disbursements, and/or all costs and expenses associated with any damaged Product. CribMaster reserves the right to charge the credit card or bank account provided by you in connection with this Agreement for any amounts due hereunder.

11. Confidentiality. All non-public, confidential or proprietary information of CribMaster, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by CribMaster to you, 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 is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by CribMaster in writing. Upon CribMaster's request, you shall promptly return all documents and other materials received from CribMaster. CribMaster 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 you at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

12. Resultant Data Aggregation. You acknowledge and agree that CribMaster is entitled to collect and utilize certain statistical and performance information related to the Products in an aggregate and anonymized manner for the purposes of improving the performance of the Products and/or general marketing purposes. Any collection and use of such data hereunder shall be conducted in accordance with all applicable laws.
13. Personal Identifiable Information. Unless otherwise set forth in the applicable CribMaster Order Form, you represent and warrant to CribMaster that the Products or Software contemplated hereunder do not in any way involve CribMaster's handling of, access or exposure to information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual ("PII"). In the event that the Products or Software will involve PII in any way, you shall provide CribMaster with fifteen (15) days' prior written notice. If PII is provided to CribMaster, CribMaster will deal with such PII in accordance with CribMaster's then effective Written Information Security Program and Privacy Policy and in compliance with applicable law and regulations. CribMaster will maintain commercially reasonable physical, technical, and administrative safeguards designed to protect PII in its possession or control from unauthorized use, control, access, interruption, modification, or corruption. CribMaster will produce, correct, or delete any PII at your request and will dispose of all PII when and as appropriate, in each case at your sole cost and expense. CribMaster will take appropriate actions to address incidents of unauthorized access to PII, including notifying CribMaster as soon as possible following any such incident. In the event of an incident of unauthorized access, CribMaster will allow you to determine whether any reports are required to be made or notices given (to public officials, data subjects, or any other person) and CribMaster will assist you with filing any such reports and giving any such notices.
14. Compliance with Law. You shall at all times comply with all federal, state, and local laws, ordinances, regulations, and orders that are applicable to the operation of your business and to this Agreement and your performance hereunder, including, but not limited to, the U.S. Foreign Corrupt Practices Act and regulations from the Office of Foreign Assets Control. Without limiting the generality of the foregoing, you shall at all times, at your own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct your business as it relates to the exercise of your rights and the performance of your obligations under this Agreement.
15. General.
- (a) Binding Agreement and Assignments. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is not transferable or assignable by you without the prior written consent of CribMaster. Any purported transfer or assignment in violation hereof shall be void and of no force and effect.
- (b) Waiver. No waiver of any provision or breach shall be implied by failure to enforce any rights or remedies herein provided, and no express waiver shall affect any provision or breach other than that to which the waiver is applicable and only for that occurrence.
- (c) Force Majeure. Neither party shall be liable for any failure, inability or delay to perform hereunder (except the payment of money), if such failure, inability or delay is due to circumstances beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, strike, lockout, labor disturbance, epidemic or pandemic resulting in government ordered closures, social conflict, fire, explosion, earth quake, natural disasters, or sabotage.

- (d) **Governing Law.** This Agreement shall be interpreted and governed by the laws of the State of Connecticut without giving effect to choice of law provisions. The parties agree that the venue for any actions brought pursuant to this Agreement shall be either the Courts of the State of Connecticut, or the U.S. District Court for the District of Connecticut.
- (e) **Disputes.** If any dispute arises in connection with this Agreement, the parties will attempt to settle it by mediation in accordance with the Judicial Arbitration & Mediation Services, Inc. ("JAMS"). The mediation will start, unless otherwise agreed between the parties, within fifteen (15) days of one party issuing a written request to mediate to the other. The mediation will take place in Hartford, Connecticut. Any agreement reached through mediation shall be governed by, construed, and interpreted in accordance with the laws of the State of Delaware. If the dispute is not settled by mediation within fifteen (15) days of commencement of the mediation or within such further period as the parties may agree in writing either party may issue arbitration or court proceedings in Hartford, Connecticut. JAMS shall be the appointing body and administer the arbitration. The JAMS rules in force at the time the arbitration is initiated shall be applied in any arbitration commenced pursuant to this clause.
- (f) **Independent Contractor.** Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership between a party and the other party. Each party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), workers' compensation, and all other employment benefits. Neither party is authorized to, or will, make any representation, contract, or commitment on behalf of the other party.
- (g) **Entire Agreement.** This Agreement, each CribMaster Order Form issued hereunder, and all referenced exhibits set forth the entire Agreement and understanding between the parties with respect to the subject matter hereof and replaces any prior oral or written communications. For the avoidance of doubt, the referenced exhibits and each CribMaster Order Form issued hereunder or in connection herewith are made a part of this Agreement. This Agreement shall not be supplemented, modified, or amended except by a written instrument signed by duly authorized representatives of you and CribMaster, respectively, and no other person has or shall have the authority to supplement, modify or amend this Agreement in another manner.
- (h) **Severability.** In the event any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining terms and provisions will continue in full force and effect if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.
- (i) **Headings and Interpretations.** The headings of the sections of this Agreement are intended solely for convenience or reference and shall be given no effect in the construction or interpretation of this Agreement. Each party has been or has had the opportunity to be represented by counsel in connection with this Agreement and, accordingly, any rule of law or legal doctrine that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived. The use of the masculine pronoun herein shall, where the context so indicates, be deemed to include the feminine and the neuter and vice versa, and the use of the singular shall be deemed to include the plural and vice versa.

- (j) Order of Precedence. In the event of any conflict or inconsistency of terms among the various documents that, at any given time, constitute this Agreement, the order of precedence that shall apply is as follows, with each listed document or type of document superseding and prevailing over any subsequently listed document or type of document, and with later executed documents prevailing over earlier documents of the same type, each solely to the extent of any irreconcilable conflict or inconsistency of the terms and conditions thereof: (i) change orders or other modifications to CribMaster Order Forms that are executed by the parties; (ii) the applicable CribMaster Order Forms; and (ii) this Agreement. Any preprinted terms and conditions on your purchase orders or other documents shall be deleted and be void and of no effect.
- (k) Remedies. CribMaster's remedies shall be cumulative, and remedies specified herein do not exclude any remedies allowed by law.

