

Vendor: 10011855

Your Reference:

CSIT PTE LTD
#3 Shenton way
10-06 Shenton House
SINGAPORE 068805
SINGAPORE

Please deliver to:

Company
MEDIAKIND US Santa Clara CA
MEDIAKIND US Santa Clara CA
3970 Freedom Circle,
Ste 200,
SANTA CLARA CA 95054
USA

Purchase order

PO Number 4900003369 Date 03.08.2020

Created by Salman Shaik

Email: Salman.shaik@mediakind.com

Terms of delivery:

DDP

Terms of payment:

NT30

Customer PO No:

Currency:

USD

Invoice Address:

MK Systems USA Inc.
3001 Dallas Parkway, Suite 300
Frisco, Texas 75034

Send PDF to: pdf.invoice.AUE.3075.033@mediakind.com

Unless this specific Purchase Order references a specific agreement between the parties, this Purchase Order is subject to MediaKind General Purchasing conditions.

Item	Article code / Description	Unit	Quantity S.O number	Price/Unit S O Item	Value	Delivery date
00010	Smartnet AMC-Cisco Nexus Switches-Duluth Vendor Product No: Deliverable Product Quote No. : CS-SQ-BLR-2020-2100024072020 Smartnet AMC-Cisco Nexus Switches-Duluth 3400 Rivergreen Court (Ste. 300), Duluth, Ga 3009	EA	33,679.21	1.00	33,679.21	27-Jul-20
00020	Smartnet AMC-Cisco Nexus Switches-Acton Vendor Product No: Deliverable Product Quote No. CS-SQ-BLR-2020-2100024072020 Smartnet AMC-Cisco Nexus Switches- Acton Equinix BO2 - 41 Alexander Road / BO2 Billerica, Massachusetts 1821	EA	20,797.35	1.00	20,797.35	27-Jul-20

Invoices must contain a valid PO number or the invoice will be rejected. This Purchase Order is confidential and may also be privileged. If you are not the intended recipient please notify us immediately. You should not copy it or use it for any purpose nor disclose its contents to any other person.

MK Systems USA Inc.
3001 Dallas Parkway, Suite 300
Frisco, Texas 75034

Item	Article code / Description	Unit	Quantity S.O number	Price/Unit S O Item	Value	Delivery date
00030	Smartnet AMC-Cisco Nexus Switches-France Vendor Product No: Deliverable Product Quote No. CS-SQ-BLR-2020-2100024072020 Smartnet AMC-Cisco Nexus Switches- france MediaKind - 5 rue Louis-Jacques Daguerre, 35136 Saint Jacques de la Lande, France	EA	23,889.18	1.00	23,889.18	27-Jul-20
00040	Smartnet AMC-Cisco Nexus Switches-UK Vendor Product No: Deliverable Product Quote No. CS-SQ-BLR-2020-2100024072020 Smartnet AMC-Cisco Nexus Switches- Uk Unit 2, Strategic Park, Comines Way, Hedge End, Southampton, United Kingdom, SO30 4DA	EA	20,688.408	1.00	20,688.41	27-Jul-20
00050	Smartnet AMC-Cisco Nexus Switches-SC Vendor Product No: Deliverable Product Quote No. CS-SQ-BLR-2020-2100024072020 Smartnet AMC-Cisco Nexus Switches- SC 3970 Freedom Circle, Santa Clara, Ca 95054	EA	19,223.46	1.00	19,223.46	27-Jul-20
00060	Smartnet AMC-Cisco Switches- Sunnyvale Vendor Product No: Deliverable Product Quote No. CS-SQ-BLR-2020-2100024072020 Smartnet AMC-Cisco Nexus Switches- sunnyvale Equinix SV4 DC - 255 Caspian Dr., Sunnyvale, Ca 94089	EA	197,946.24	1.00	197,946.24	27-Jul-20

TOTAL NET VALUE USD 316,223.85

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TERMS AND CONDITIONS OF PURCHASE

SUPPLIER'S PERFORMANCE UNDER THIS PURCHASE ORDER SHALL CONSTITUTE AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH BELOW. ACCEPTANCE BY MEDIAKIND ENTITY SHOWN ON THIS PURCHASE ORDER OF THE PRODUCTS AND/OR SERVICES DELIVERED UNDER THIS PURCHASE ORDER SHALL NOT CONSTITUTE AGREEMENT TO SUPPLIER'S TERMS AND CONDITIONS.

THE TERMS OF ANY SIGNED DEFINITIVE AGREEMENT BETWEEN THE PARTIES SHALL PREVAIL OVER THE TERMS AND CONDITIONS OF PURCHASE SHOWN HERE.

1. Supplier Acceptance. Supplier's performance (in whole or in part) pursuant to this purchase order shall constitute its acceptance of and agreement to the terms and conditions of this purchase order. Unless otherwise specifically agreed in writing by MediaKind, any terms and conditions contained in any quotation, acknowledgement, invoice or any other document delivered by Supplier to MediaKind in connection with this purchase order that are in addition to, in conflict with or inconsistent with the terms and conditions of this purchase order shall be of no force or effect. For the avoidance of doubt, any applicable executed master agreement between the parties shall take precedence over these terms and conditions, and these terms and conditions shall be of no force or effect.

2. Price. The price for the products and/or services to be provided by Supplier to MediaKind pursuant to this purchase order shall not exceed the price stated on the face of this purchase order. Unless otherwise indicated herein, such price is inclusive of Supplier's delivery of products as instructed by MediaKind (FCA [Incoterms 2010], Supplier's U.S. facility), or as otherwise set forth on the face of this purchase order. Unless otherwise specifically agreed in writing by MediaKind, no additional charge of any kind, including without limitation charges for boxing or cartage, will apply. Pricing by weight (where applicable) covers net weight of material.

3. Sales Tax. Products and services purchased hereunder may be acquired by MediaKind for resale and thus are exempt from any sales, use, or other equivalent taxes. If MediaKind acquires the products and services for its internal use or if subsequent use by MediaKind makes the products and services taxable, MediaKind will be responsible for any resulting taxes.

4. Payment Terms. Unless otherwise stated in this purchase order, payment terms shall be 100%, net ninety (90) days after MediaKind's receipt of invoice following its acceptance of the delivery and/or performance hereunder. Each invoice shall contain such substantiating documentation or information as may be reasonably required by MediaKind.

5. Personnel General Requirements. Supplier will perform background checks on each employee assigned to perform services for MediaKind ("Personnel"). The background check must include: (i) a criminal history check in the county of residence, employment, and school for the previous seven (7) years for felony and misdemeanor convictions, pending charges, and outstanding warrants, (ii) a five (5) year motor vehicle records check, (iii) verification of employment history for the past seven (7) years, (iv) verification of the highest level of education claimed, (v) verification of eligibility to work in the U.S., (vi) a review of any restricted party lists relevant to U.S. export control, and (vii) where a professional license is required to perform the services, verification of such license. Supplier will not assign any Personnel to provide services who: (i) has been convicted of a felony or for whom a warrant for a felony charge is outstanding, or for whom a felony charge is currently pending, (ii) has been convicted of a misdemeanor or for whom a misdemeanor is currently pending where the nature of the conviction or pending charge presents a risk of harm to person or property, which includes but is not limited to, crimes involving violence, dishonesty, sexual misconduct, and DWI's and other impaired driving offenses where driving is required for the position, (iii) is on any restricted party lists relevant to U.S. export control, (iv) has falsified information related to the background check, (v) has no legal right to work in the U.S., or (vi) otherwise poses a risk of harm to MediaKind or its customers in Supplier's reasonable estimation. Supplier will also require Personnel to complete a pre-employment or pre-assignment drug screen in compliance with applicable federal, state, and local law, and will not assign any Personnel to perform services who has not successfully completed and passed such drug screen. Supplier will contract with a reputable bonded firm(s) (such as those associated with or certified by the Society of Human Resources Management (SHRM) and/or American Society of Industrial Security) to perform these background checks and drug screenings. Any Personnel who does not successfully complete and pass the background check, drug screening, or export control conditions (the determination of successful completion to be made in accordance with applicable federal, state, and local laws) or otherwise makes material misrepresentation of his or her employment history will not be assigned to any MediaKind project. Supplier shall maintain reasonable verification of such matters for a period of two (2) years from the performance of the services, and shall make such verification available to MediaKind upon request. Supplier and its Personnel and subcontractors shall comply with (i) applicable plant and work rules and regulations of MediaKind and its customers, including but

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not limited to, MediaKind's Code of Conduct which can be accessed on the following site: www.MediaKind.com/responsible_sourcing, and (ii) all applicable health, safety and environmental requirements. Supplier will always ensure that any Personnel performing services on its behalf under this purchase order will be offered benefits equivalent to those offered to Supplier's other employees.

6. Packing/Shipping. Products will be packaged and shipped pursuant to special instructions provided by MediaKind to Supplier and any applicable carrier regulations. Software may be shipped electronically if agreed by the parties. Unless otherwise specified by MediaKind, Supplier's packing slips must include the following information: ship-to address, MediaKind purchase order number, customer purchase order number (if applicable), ship / pickup date, MediaKind part number, description, quantity ordered, quantity shipped, number of cartons, weights and dimensions, manufacturing PN, serial numbers, if applicable, and unit weight (for international shipments only). If, for any reason, products are drop-shipped by the Supplier's third-party vendors or manufacturers, the same packing slip requirements will apply to such third parties' packing slip. If Supplier or Supplier's third-party vendors or manufacturers drop-ship directly to a point designated by MediaKind, Supplier is responsible for all applicable U.S. import formalities. Unless otherwise specified by MediaKind, labels must include the following information: supplier information, ship-to address, MediaKind purchase order number, MediaKind product number, quantity contained in the box, customer purchase order number (if applicable), bar code information, country of origin (manufacture), FCC.

7. Export and Import. Products delivered and confidential information under this purchase order may be subject to U.S. export control or import laws and may be subject to export or import regulations in other countries. The parties agree to strictly comply with all such laws and regulations. Neither party shall export, directly or indirectly, any information or technical data prepared by a party under this purchase order to any individual or country for which the U.S. Government at the time of export requires an export license or other government approval without first obtaining such license or approval. Supplier is responsible for obtaining and maintaining any export license(s) required for delivery of the products to MediaKind. Supplier shall issue all documentation which may be required by law, regulation or reasonably requested by MediaKind regarding the export, import or re-export of the products. Supplier is responsible for continuously providing detailed technical documentation, certificate of origin and the export control commodity number (the "ECCN code") for the products according to the U.S. export administration regulations, or the corresponding data according to other applicable regulations. This information shall be updated on an ongoing basis when updates of software products are provided or when new regulations come into effect. For products delivered via U.S. bound ocean shipments, Supplier shall timely provide MediaKind with all the data required for the importer security filing (details can be found at <http://www.cbp.gov/document/guidance/importer-security-filing>.)

Unless Supplier is ineligible or Supplier determines, in its commercially reasonable opinion, that failure to do so will not adversely affect its supply chain in any material way, Supplier will apply to become a member of any security programs that are applicable to Supplier's business, including, without limitation, Customs & Trade Partnership Against Terrorism ("C-TPAT") and/or Authorized Economic Operator (AEO). In any event, Supplier will provide all required information and support to MediaKind to assist MediaKind in compliance with applicable security programs such as C-TPAT and to demonstrate the secure nature of Supplier's supply chain to MediaKind, which information may be disclosed to any relevant government authorities by MediaKind upon request by such governmental authority. Should MediaKind need to make an Importer Security Filing (ISF) in connection with purchases under this purchase order, Supplier will provide complete and accurate data elements in the format required by MediaKind at least seventy-two (72) hours prior to vessel loading. If Supplier fails to comply with this requirement, Supplier shall reimburse MediaKind for any penalties the U.S. Customs & Border Protection imposes on MediaKind due to late and/or incorrect ISF filings and any additional fees incurred by MediaKind for late deliveries, demurrage or other expenses incurred due to Supplier's failure to comply with these requirements.

8. Delivery/Performance. With respect to Supplier's performance hereunder, time is of the essence. Supplier will provide the products and/or services on the date(s) set forth in this purchase order. Any delivery or performance by Supplier inconsistent with such date(s) may be returned or rejected by MediaKind at Supplier's expense.

9. Title and Risk. Title to the products provided by Supplier pursuant to this purchase order will pass to MediaKind upon Supplier's delivery of the products to MediaKind or MediaKind's designated carrier. Supplier will bear the risk of loss, delay of, or damage to such products until MediaKind takes delivery thereof.

10. Work Products. The work products generated by Supplier in the course of its performance of the services hereunder (the "Work Products") shall be the exclusive property of MediaKind, including without limitation results and all ideas, developments and inventions that Supplier conceives or reduces to practice. Such Work Products shall be deemed MediaKind's confidential, proprietary information. Upon MediaKind's request, Supplier shall execute any document and render such other assistance as reasonably necessary to perfect MediaKind's full right, title and interest worldwide in the Work Product(s).

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11. Quality and Acceptance. Supplier shall have a quality system that assures the products and services delivered hereunder meet their respectively intended requirements and achieve customer satisfaction. The quality system shall be documented and continuously measured against applicable standards (e.g. ISO9001). MediaKind may inspect the products provided by Supplier hereunder. Any such inspection may be performed at MediaKind's option on a statistical sampling basis. MediaKind may, at Supplier's expense, reject and return the entire lot (for replacement or credit, at MediaKind's option) based on defects revealed by such sampling. Supplier agrees to permit MediaKind or its customer to verify the quality of products and services being provided under this purchase order at any production stage in Supplier's facilities. Any inspection or acceptance of the products by MediaKind shall not relieve Supplier of its obligations hereunder (including without limitation Supplier's warranty obligations).

12. Warranty. Supplier warrants to MediaKind that the products and other articles and materials provided by Supplier pursuant to this purchase order (i) will be new, merchantable, fit for the particular purposes for which they are purchased, free from defects in material, workmanship and design, and in strict compliance with the specifications, samples, drawings, designs and other requirements approved, provided, or adopted by MediaKind, (ii) will be free and clear of all claims, liens, encumbrances or other interests of any third party, and (iii) will not infringe or violate any copyright, trademark, patent, trade secret or other proprietary rights of any other person. Supplier further warrants that the services to be performed by Supplier pursuant to this purchase order will be performed in a professional, workmanlike, and diligent manner. In the event of a breach of any of the warranties set forth herein, MediaKind may, at Supplier's expense, return the defective item to Supplier for repair or replacement (at MediaKind's option), in which event Supplier will provide MediaKind with a Return Material Authorization within one working day from the initial notification from MediaKind. Supplier will, at its expense, deliver the repaired or replacement item to MediaKind within seven (7) days from such initial notification from MediaKind, or such shorter time as may be directed by MediaKind. Supplier agrees to re-perform any services that do not comply with the foregoing warranties at no cost to MediaKind. The terms and conditions set forth in this Section 12 shall survive expiration or termination of this purchase order for any reason.

13. Compliance with Law. Supplier agrees and warrants that it will comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes in its performance of this purchase order, including but not limited to, the timely payment of all taxes (e.g., selfemployment, social security, income, sales, and other applicable state and federal taxes). Supplier will not knowingly employ an unauthorized alien (as defined in subsection (h) (3) of the Immigration Reform and Control Act of 1986) where such alien was hired after November 6, 1986, or where it has come to Supplier's attention that an alien has become an unauthorized alien subsequent to that date. Supplier expressly agrees that in connection with its performance under this purchase order, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, veteran status or any ground protected by applicable federal, state or local law. The following Federal Acquisition Regulation provisions are incorporated herein by reference where applicable: (i) 52.219-8 Utilization of Small Business Concerns, (ii) 52.219-9 Small Business Subcontracting Plan (if the contract exceeds \$500,000), (iii) 52.222-26 Equal Opportunity, (iv) 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans, and (v) 52.222-36 Affirmative Action for Workers with Disabilities. Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), as applicable. 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.

14. Insurance. Without limiting Supplier's indemnity obligations or waiving any of MediaKind's rights, during Supplier's performance under this purchase order, Supplier shall maintain sufficient insurance (i) as required by law; (ii) to adequately protect Supplier from third party claims; and (iii) to satisfy the following minimum insurance requirements: (A) Commercial General Liability, occurrence based, with minimum limits of \$1,000,000 each occurrence, \$1,000,000 Annual General Aggregate, \$1,000,000 Products-Completed Operations, and \$1,000,000 Personal and Advertising Injury. Coverage shall include Independent Contractors and Contractual Liability. MediaKind and its respective directors, officers, employees, and agents will be endorsed as Additional Insured for ongoing and completed operations; (B) Commercial Automobile Liability, occurrence based, with minimum combined single limits of \$1,000,000 Each Accident for owned (if applicable), hired, and non-owned vehicles. MediaKind and its respective directors, officers, employees, and agents will be endorsed as Additional Insured; (C) Workers' Compensation and Employer's Liability occurrence based, in compliance with statutory, state, and federal laws and requirements, with minimum Employer's Liability limits of \$500,000 Each Accident, \$500,000 Disease Each Employee, and \$500,000 Disease Policy Limit. MediaKind and its respective directors, officers, employees, and agents will be provided Waiver of Subrogation; (D) Commercial Umbrella/Excess Liability occurrence based, with minimum limits of \$3,000,000 Each Occurrence and \$3,000,000 Annual Aggregate with terms and conditions on a following form basis in excess of the underlying minimum coverage required above; and (E) Professional Liability/Errors and Omissions, which may be written on a claims-made basis, with minimum limits of \$2,000,000 Each Claim. Coverage will include network security and cybercrime, if applicable. Any retroactive date will be prior to the date of performance hereunder. Coverage will be extended or renewed to remain in force for a minimum of two (2) years after substantial project completion.

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Insurers writing coverage will have A.M. Best financial rating of at least "A-VIII". Policies will: a) contain "cross-liability" or "severability of interest" provisions; b) be primary and noncontributory; and c) respond to all claims and actions, including defense, brought worldwide, including within the United States, its territories and possessions, and Canada. Supplier and/or Supplier's Insurer will provide written notice of cancellation and/or non-renewal, per policy terms and conditions, of not less than thirty (30) days and ten (10) days' written notice for non-payment. Supplier will furnish MediaKind with compliant ACORD Certificates of Insurance prior to performance and renewals prior to expiration. Certificate Holder will be: MK Systems USA Inc.; Attn: Risk Management; 3001 Dallas Parkway, Suite 300, Frisco, Texas 75034.

15. GENERAL INDEMNIFICATION. SUPPLIER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS MEDIAKIND, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, OR OTHER LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS AND OTHER COSTS OF DEFENSE) CAUSED BY OR ARISING FROM ANY ACT, ERROR, OMISSION, OR BREACH OF CONTRACT (ACTUAL OR ALLEGED), BY SUPPLIER OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ALL TIERS. THE TERMS AND CONDITIONS SET FORTH IN THIS PARAGRAPH 15 SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS PURCHASE ORDER FOR ANY REASON.

16. INFRINGEMENT INDEMNIFICATION. SUPPLIER WILL INDEMNIFY, DEFEND AND HOLD MEDIAKIND AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND CUSTOMERS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, EXPENSE, DAMAGE, LIABILITY, CLAIMS, OR DEMAND EITHER AT LAW OR IN EQUITY FOR ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF THIRD PARTIES ARISING FROM THE PRODUCTS, WORK PRODUCTS, AND/OR SERVICES DELIVERED HEREUNDER. THE PROVISIONS OF THIS SECTION 16 WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS PURCHASE ORDER FOR ANY REASON.

17. EMPLOYER IMMUNITY. IF ANY SERVICES ARE PERFORMED IN A STATE WHICH PROVIDES EMPLOYER IMMUNITY FROM EMPLOYEE CLAIMS UNDER WORKERS' COMPENSATION STATUTES OR SIMILAR LAWS, STATUTES OR CONSTITUTIONAL PROVISIONS, IT IS EXPRESSLY AGREED THAT SUPPLIER HEREBY WAIVES ANY IMMUNITY FROM ITS OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS MEDIAKIND AND ITS AFFILIATES, AND CUSTOMERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AGAINST ANY CLAIMS BY EMPLOYEES OF SUPPLIER, WHICH IMMUNITY WOULD OTHERWISE ARISE BY OPERATION OF SUCH LAW, STATUTE OR CONSTITUTIONAL PROVISION. THE PROVISIONS OF THIS SECTION 17 WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS PURCHASE ORDER FOR ANY REASON.

18. Confidentiality. Each party agrees that all confidential documents, work product and information received or otherwise obtained from the other party pursuant to this purchase order will be received in strict confidence and will be used only for the purposes of carrying out the obligations of, or as otherwise contemplated by, this purchase order. Without the other party's prior written consent, neither party will disclose any such information to any third party, and each party will disclose such information only to such of its officers, employees and agents that have a need to know such information for the purposes contemplated by this purchase order. The provisions of this Section 18 will survive the expiration or termination of this purchase order for any reason.

19. Limitation of Liability. In no event shall MediaKind be liable for any special, incidental, indirect or consequential damages in connection with this purchase order, whether based on action or claim in contract, equity, indemnity, tort (including negligence), intended conduct, strict liability or otherwise, even if such damages are foreseeable or MediaKind was advised of the possibility of such damages. The provisions of this Section will survive the expiration or termination of this purchase order for any reason.

20. Termination/Modification. MediaKind may terminate or modify this purchase order without cause at any time upon written notice to the Supplier. Either party may terminate this purchase order immediately upon notice to the other party if such party becomes insolvent, any proceeding under the bankruptcy or insolvency laws is brought by or against such party or a receiver or trustee is appointed for such party. Upon receipt of notice of termination, Supplier shall take all reasonable steps to minimize expenses incurred. MediaKind shall be liable to Supplier only for services performed and/or products delivered prior to the effective date of termination. In no event will MediaKind be liable for unperformed services or undelivered products.

21. Force Majeure. Neither party shall be held responsible for any delay or failure in performance of any part of this purchase order to the extent that such delay or failure is caused by fire, flood, explosion, war, strike or threatened strike, stoppage of work, embargo, government requirement, civil or military authority, act of God, or any other similar causes beyond the reasonable control of the party unable to perform ("Condition"). If any such Condition occurs, the party delayed or unable to perform shall give immediate notice to the other party describing the nature of the condition and

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its anticipated effect upon performance. Then, the party affected by the other party's inability to perform may elect to: (a) terminate this purchase order; or (b) suspend this purchase order for the duration of the Condition and then resume performance of this purchase order once the Condition ceases. Unless written notice is given within seven days after the affected party is notified of the Condition, (b) shall be deemed selected. The foregoing constitutes the sole remedy in the event of a force majeure Condition affecting either party.

22. Relationship of Parties. The relationship between the parties under this purchase order shall be that of independent contractors. Nothing herein shall be construed to create any relationship of joint venture, partnership or agency between the parties.

23. Right to Complete Services. MediaKind shall have the right to take over and complete any services, (without prejudice to any other right or remedy it might have at law, in equity or under this purchase order) upon written notice to Supplier, if: i) Supplier fails to perform the services or deliver the products in the manner required by this purchase order; (ii) Supplier is brought into bankruptcy proceedings, whether voluntary or involuntary, or makes an assignment for the benefit of its creditors, or is no longer financially responsible; or (iii) Supplier materially breaches any of the terms of this purchase order, including Supplier's warranty of performance contained herein. If MediaKind elects to complete services under this Section 23, MediaKind will pay Supplier for services previously performed, less MediaKind's costs in correcting or redoing services performed not in accordance with the requirements under this purchase order or not in accordance with Supplier's warranty of performance (including the costs of substitute contractors).

24. Miscellaneous. This purchase order shall be governed by the laws of the State of Texas, other than the choice of law rules. MediaKind may always setoff any amount owing for any reason from Supplier to MediaKind or any of its affiliates against any amount payable by MediaKind in connection with this purchase order. Supplier may not assign or subcontract any of its rights or obligations hereunder without MediaKind's prior written consent. The provisions of this purchase order shall be severable, and if any provisions shall be held unenforceable the remaining provisions shall remain in full force and effect. MediaKind's remedies set forth in this purchase order will be cumulative and in addition to and not in lieu of any other remedies available to it at law, in equity or otherwise. Expiration or termination of this purchase order for any reason shall not release either party from any liability or obligation set forth in this purchase order which (i) the parties have expressly agreed will survive any such expiration or termination, (ii) remain to be performed or (iii) by their nature would be intended to be applicable following such expiration or termination. No change, waiver or discharge will be valid unless in writing signed by an authorized representative of the party against whom such change, waiver or discharge is sought to be enforced. Except in the case of an applicable executed master agreement as contemplated in Section 1 of this purchase order ("Supplier Acceptance"), this purchase order constitutes the entire agreement between MediaKind and Supplier with respect to the subject matter hereof.

END OF DOCUMENT