

PURCHASE ORDER TERMS AND CONDITIONS FOR SENTRY INSURANCE COMPANY ("Sentry")

1. **Acceptance of Purchase Order.** The terms and conditions in this purchase order (the "Purchase Order") applies to all purchases of goods and/or services by Sentry Insurance Company ("Sentry") from the supplier of such goods and/or services ("Supplier") and is expressly conditioned on Supplier's acceptance of these terms and conditions. By accepting this Purchase Order in any manner, shipping goods or providing services in response to this Purchase Order, Supplier's submission of a proposal in response to any Sentry Request for Information, Request for Quote or Request for Proposal, or Supplier's participation in a reverse auction event posted by Sentry, Supplier is agreeing to all terms and conditions contained herein. Sentry hereby objects to any additional or different terms or conditions proposed by Supplier, whether or not contained in any Supplier acknowledgment, invoice, or other business form. Any such additional or different terms and conditions shall be void and of no effect, notwithstanding Sentry's receipt of goods or payment therefor, unless specifically agreed to by Sentry in writing. This Purchase Order incorporates any prior specification, sample, or description of the goods provided by Supplier. Supplier acknowledges that this Purchase Order may be legally transmitted electronically in accordance with the Uniform Electronic Transactions Act (UETA) signed into law in Wisconsin in April of 2004.
2. **Shipment.** All goods shall be shipped F.O.B. Sentry-designated destination, notwithstanding any contrary designation on any business forms of Supplier or shipping documents related to the goods, and notwithstanding that Sentry may designate the carrier(s) for any shipment(s) relating to this Purchase Order. Supplier shall be responsible for all loss of or damage to goods in transit, including damage which may not be apparent at time of delivery. Title to the ordered goods shall not pass to Sentry until delivery of such goods to the designated destination. No partial shipments will be accepted unless previously authorized in writing by Sentry.
3. **Packing List.** A packing list must be included for each shipment, giving description of the material, quantity and purchase order number. Sentry count shall be accepted as final on all shipments not accompanied by a packing list. All packages must bear Sentry's order number. All cartons and bills of lading must be marked with complete shipping address, with Supplier's name on the outside of all packages. All shipments must be packed, marked and described on Bill of Lading as to obtain the lowest applicable rate, except when otherwise specified by Sentry.
4. **Deliveries.** Time is of the essence. If any part of this Purchase Order is not delivered to the "ship to" address indicated on the face hereof on or before the dates specified, Sentry may cancel all or any part of this Purchase Order without liability and may return to Supplier, at Supplier's expense, any goods previously delivered in connection with this Purchase Order. If shipment by express becomes necessary in order to fulfill Supplier's delivery obligation, Supplier shall be responsible for express charges. In addition, Sentry may reject and return to Supplier, at Supplier's expense, goods delivered in excess of the quantity ordered. Sentry reserves the right to reschedule or postpone deliveries pertaining to this Purchase Order at any time, without liability. Damage to any goods not packaged to ensure proper protection, will be charged to Supplier or returned at Supplier's expense. All expense of unpacking, examining, re-packing, storing and reshipping any goods rejected as aforesaid shall be at Supplier's expense. Unless expressly agreed, reworked, rebuilt or refurbished goods shall not be furnished hereunder.
5. **Inspection, Rejection and Revocation of Acceptance.** All goods received shall be subject to inspection by Sentry within a reasonable time after delivery, and Sentry's payment for goods shall not constitute acceptance by Sentry of such goods nor impair Sentry's rights to inspect or any of its remedies. Sentry may reject any defective goods, including goods not in accordance with all applicable specifications or samples provided to Supplier, and may return, at Supplier's expense, part or all of any such defective goods, or may hold such goods pending Supplier's instructions at Supplier's expense and risk. If Supplier fails to give any such instructions within 30 days, Sentry may destroy the defective goods. No replacement of goods shall be made by Supplier unless specified by Sentry. Sentry should have right to charge back any additional costs to Supplier based on nonconforming goods or services. Sentry should not be liable for any additional costs beyond the original purchase order or scope of work.
6. **Payment Terms.** Prices invoiced by Supplier shall not be higher than those last charged or quoted in any writing provided to and accepted by Sentry. Payment terms shall be net 30 days from the date of receipt of shipment unless otherwise agreed to in writing by the parties. Supplier agrees that Sentry shall receive benefit of any reduction in price of goods or services covered by this Purchase Order which is effective on or before date of delivery. All calculations will be from the date a proper invoice is received by Sentry.
7. **Taxes.** Supplier agrees to assume exclusive liability under all laws that impose taxes or other assessments on the manufacture or sale of the goods to be furnished hereunder or any component part thereof, or on any process or labor involved therein, or on any services to be rendered by Supplier, and to pay any and all such taxes, except those Sentry specifically is by law required to pay. Any taxes to be paid by Sentry shall be separately stated on the applicable invoice. Invoices shall not include any taxes for which Supplier can obtain, or Sentry can furnish, an exemption from such taxes. In the event it is determined that any charge or tax paid by Sentry was not required to be paid, Supplier will make prompt application for the refund thereof and will promptly remit to Sentry any such refund received by Supplier.
8. **No Other Charges.** Unless otherwise agreed to in writing by Sentry, Sentry shall not be responsible for any charges other than the price of goods purchased and, in accordance with Paragraph 7 above, those taxes on such goods Sentry is

specifically required by law to pay (regardless of whether price is quoted as "delivered pricing" or otherwise). Without limiting the generality of the foregoing, Sentry will not be responsible for charges for freight, boxing, packing, crating, loading, unloading or cartage of the goods.

9. Warranties. Supplier warrants that Supplier has good and marketable title to goods subject to this Purchase Order, and further warrants that all goods covered by this Purchase Order shall: (a) be delivered to Sentry free and clear of any liens, claims or encumbrances; (b) be free from defects in design, materials and workmanship, and not be dangerous or in any way present an unreasonable risk to the users thereof; (c) be merchantable and fit for the usual, ordinary and customary purposes for which they generally are used; (d) be fit for the particular purposes and uses for which they are intended; and (e) comply in all respects with all specifications, samples or other descriptions furnished to Supplier. Supplier warrants to Sentry that it shall perform the services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. If Sentry gives Supplier notice of noncompliance with a warranty, Supplier shall, at its own cost and expense, promptly: (i) replace or repair the defective or nonconforming goods and pay for all related expenses, including, but not limited to, transportation charges; or (ii) repair or re-perform the services. The foregoing warranties shall be in addition to any express warranties extended by Supplier or any other warranties implied by law. In addition, Supplier incorporates by reference and passes on to Sentry the benefits of all warranties given to Supplier by persons from whom Supplier purchased any of the goods.

10. Compliance With Laws; Sentry Premises. Without limiting the generality of the provisions of Paragraph 9 hereof, Supplier further represents and warrants that all goods and services furnished hereunder, including the production, sale, packaging, labeling, safety, testing, importation, and transportation thereof, and all representations, claims, advertising, prices, allowances, discounts or other benefits made, offered or authorized by Supplier, shall at all times comply with all requirements of any and all applicable federal, state and local governmental laws, ordinances and regulations, as amended from time to time ("Relevant Laws"), including, without limitation, the Fair Labor Standards Act of 1938, the Flammable Fabrics Act, the Federal Hazardous Substance Labeling Act, the Magnuson-Moss Warranty Act, Presidential Executive Purchase Order No. 11246 and section VII of the Civil Rights Act of 1964. Supplier hereby further warrants and guarantees that, where applicable, reasonable and representative tests or studies as prescribed by the Consumer Product Safety Commission, the Federal Trade Commission, the Food and Drug Administration or other governmental authorities have been performed, or will be performed before delivery, which show that the goods shipped hereunder at the time of their shipment or delivery to Sentry, conform to the standards, rules or regulations applicable thereto. Supplier agrees to supply to Sentry at any time, including after fulfillment of this Purchase Order, such information and records regarding Supplier and/or the goods or services covered by this Purchase Order as are reasonably required by Sentry to comply with Relevant Laws, and Sentry agrees to hold any such information and records confidential to the same extent as Supplier is required to hold Sentry information confidential as set forth in the first sentence of Paragraph 10 hereof. Supplier shall, at its expense, ensure that all of its workers (including, as applicable, any authorized subcontractors) having access to any property owned or controlled by Sentry are tested for illegal or unauthorized drugs and substances, and subjected to criminal background check investigations, both as a condition to entry and for periodic screening purposes, subject in each case to the requirements of applicable law. For any services performed on Sentry premises, use of subcontractors must be specifically approved by Sentry in writing, in each instance. The parties shall at all times comply with applicable export controls and economic sanctions that apply to the parties in connection with the Agreement and Supplier agrees to notify Sentry of any of its products that Supplier knows or believes are restricted by export laws.

11. Indemnification. Supplier agrees to indemnify and hold harmless Sentry and all parent, subsidiary and affiliated corporations, and their respective employees and agents from and against any and all claims, liabilities, damages, losses, costs and other expenses (including attorneys' fees), which relate to or arise out of any claim for the following: (a) death, illness or injury to any person or damage to any property, (b) violation by Supplier or of the goods and/or services of any Relevant Laws, including payment of interest and penalties, (c) trademark, copyright or patent infringement, or infringement of any other proprietary right, including rights or publicity or privacy, or (d) any alleged breach by Supplier of any representations, warranties or covenants contained herein; in each case to the extent such claims results or is alleged to have resulted from any act or omission, negligent or otherwise, of Supplier or any of its employees, agents or subcontractors, in the furnishing of goods or in the performance of services hereunder, or from any goods or services sold by Supplier or from their use or consumption, or from the presence of Supplier's employees or agents on Sentry's premises (regardless of whether the asserted theory of liability is strict liability, negligence, or any other legal or equitable theory). Supplier hereby agrees that, in addition to any other of Sentry's remedies, any money due to Supplier from Sentry may be retained by Sentry until all such claims or suits have been settled and evidence to that effect is furnished to the satisfaction of Sentry. This indemnity shall survive the delivery of goods or performance of services hereunder. Upon request, Supplier shall furnish Sentry with evidence proving that Supplier is adequately insured against the risks specified above. The foregoing indemnification extends not only to third-party claims but also to any loss directly suffered by Sentry. If Supplier does not have Workers' Compensation or Employer' Liability Insurance, Supplier shall indemnify Sentry against all damages sustained by Sentry resulting from Suppliers' failure to have such insurance.

12. Force Majeure. Sentry shall have the right to cancel any Purchase Order in whole or in part, without liability, to Supplier in the event of discontinuance of or substantial interference with Sentry's business, by reason of fire, flood, earthquake, strike, act of God, embargo, governmental regulation, or other causes beyond the control of Sentry.

13. Confidentiality. Supplier shall not disclose to any person outside of its employ, or use for any purpose other than to fulfill its obligations under this Purchase Order, any information received from Sentry pursuant to this Purchase Order or otherwise (including as contemplated by Paragraph 14 below), except such information which is (a) otherwise publicly available, (b) is publicly disclosed by Sentry subsequent to Supplier's receipt of such information, (c) is rightfully received by Supplier from a third party not under a duty of confidentiality to Sentry and (d) required to be disclosed by court order or pursuant to applicable laws ; provided Supplier (i) gives prompt notice of the requirement to Sentry and (ii) makes disclosure only as specifically required by such order or applicable law. Also, except as required pursuant to the last sentence of Paragraph 10 hereof, Supplier shall not disclose to Sentry any information which Supplier deems to be confidential, and it is understood that, other than such exception, any information received by Sentry, including all manuals, drawings and documents, will not be of a confidential nature or restrict in any manner, the use of such information by Sentry. Supplier agrees that any legend or other notice on any information supplied by Supplier, which is inconsistent with the provisions of this Paragraph, does not create any obligation on the part of Sentry. In the event that Supplier processes personal information (as that term is defined in the California Consumer Privacy Act ("CCPA")), or any other similar privacy law, on behalf of Sentry, or collects personal information directly from consumers on behalf of Sentry, it understands and agrees that it is prohibited from retaining, using, or disclosing the personal information for any purpose other than performing the services for Sentry, as specified in this agreement, or as otherwise permitted by the CCPA or similar law, and that it is prohibited from selling (as that term is defined in the CCPA) any of the personal information.

14. Drawings, Blueprints, etc. All drawings, blueprints, specifications and other materials provided to Supplier from Sentry are the sole property of Sentry and are considered confidential. Supplier agrees that all such items and material will be used only to manufacture and supply goods or provide services to Sentry, and that such material will be returned to Sentry upon completion of this or other applicable Purchase Order(s) or at any time upon Sentry's demand.

15. Remedies. In addition to any other remedies provided in this Purchase Order or arising by operation of law, any costs or expenses incurred by Sentry as a result of Supplier's noncompliance with the terms and conditions hereof or from Sentry's exercise of its rights hereunder including, but not limited to, charges for freight, storage, repacking, loading and unloading, may be deducted by Sentry from any present or future Supplier invoices or otherwise recovered from Supplier. In addition, all claims for money due or to become due from Sentry shall be subject to deduction by Sentry for any set-off or counterclaim arising out of this or any other of Sentry's Purchase Orders with Supplier. No remedy provided in this Purchase Order shall be deemed exclusive of any other remedy allowed by law. If either party employs attorneys to enforce any rights arising out of or relating to this Purchase Order in any suit or other action to enforce any right or remedy under this Purchase Order, the party which prevails or substantially prevails in such suit or action shall be entitled to recover reasonable attorneys' fees and costs.

16. No Use of Sentry Name. Supplier shall not, without first obtaining the written consent of Sentry, in any manner advertise, publish, or otherwise disclose the fact that Supplier has furnished, or contracted to furnish, to Sentry the goods and/or services ordered hereunder.

17. Applicable Law and Venue. This Purchase Order shall be interpreted in accordance with the laws of the state of Wisconsin without regard to conflicts of law principles. Venue in any lawsuit arising out of this Purchase Order shall lie exclusively in state and federal courts in the state of Wisconsin. Supplier irrevocably waives to the fullest extent permitted by applicable law (a) any objection it may have to the laying of venue in the applicable court referred to above and (b) any claim that any such action or proceeding has been brought in an inconvenient forum. The United Nations Convention on Contracts for the International Sale of Goods is excluded.

18. Entire Agreement. This Purchase Order contains the entire agreement between the parties relating to the transaction contemplated herein, and no conflicting prior negotiations, correspondence, conversations, prior or present course of dealing, usage of trade or course of performance shall be deemed in any way to affect the specific term and conditions hereof; provided, however, that if this Purchase Order is being issued pursuant to a writing executed by authorized representatives of the parties, which writing contemplates the goods or services being purchased hereunder ("Applicable Agreement"), then to the extent any provision(s) in this Purchase Order conflict(s) with the Applicable Agreement, the provision(s) in the Applicable Agreement will govern and control.

19. Miscellaneous. With respect to goods returned to Supplier for whatever reason, Supplier shall expeditiously authorize, and cooperate in arranging, for the return of said goods. Supplier shall not subcontract, delegate or assign its obligations under this Purchase Order without the written consent of Sentry (parts and material normally purchased by Supplier or required by this Purchase Order shall not be construed as subcontracts or delegations). Descriptive headings are for convenience only and are not a part of this Purchase Order. If any provision contained in this Purchase Order shall be determined to be unenforceable or prohibited by law, then such provision shall be void and the remaining provisions shall not be affected or impaired thereby. Any waiver of a term or provision of this Purchase Order must be in writing to be

effective, No waiver of any term, provision or condition hereof shall be deemed to constitute a waiver of any other term, provision or condition of this Purchase Order, or a waiver of the same or of any other term, provision or condition with regard to subsequent transactions or subsequent parts of the same transaction, including without limitation, subsequent shipments under this Purchase Order.

20. Printed Items. If this Purchase Order relates to printed items and/or printing-related services, the following provisions shall apply in addition to the terms and conditions above.

- 20.1. Accuracy of Specifications. Supplier's quotations are based on the accuracy of any Sentry provided specifications. Supplier can re-quote a job at time of submission if copy, film, tapes, disks, or other input materials do not materially conform to the information on which the original quotation was based.
- 20.2. Sentry-Furnished Materials. Materials furnished by Sentry or its representative are verified by delivery tickets. Supplier bears no responsibility for discrepancies between delivery tickets and actual counts. Sentry-supplied paper must be delivered according to specifications furnished by Supplier. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by Sentry must be usable by Supplier without alteration or repair.
- 20.3. Over-runs or Under-runs. Over-runs or under-runs will not exceed the percentage agreed upon by the parties. Supplier will bill for actual quantity delivered within this tolerance. If Sentry requires a guaranteed quantity, the percentage of tolerance will be stated at the time of quotation.
- 20.4. Proofs. Supplier will submit prepress proofs along with original copy for Sentry's review and approval. Corrections will be returned to Supplier on a "master set" marked "OK," "OK With Corrections," or "Revised Proof Required" and signed by Sentry. Until the master set is received, no additional work will be performed. Press proofs will not be furnished unless they have been required in writing in Supplier's quotation.
- 20.5. Color Proofing. A color proof is used to simulate how the printed piece will look. Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected.
- 20.6. Production Schedules. Production schedules will be established and followed by both Sentry and Supplier.
- 20.7. Storage. Supplier will retain intermediate materials until the related end product has been accepted by Sentry. If requested by Sentry, intermediate materials will be stored for an additional period for additional charge.
- 20.8. Electronic Manuscript or Image. It is Sentry's responsibility to maintain a copy of the original file. Until digital input can be evaluated by Supplier, no claims or promises are made about Supplier's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise.

21. Sentry Warranties. Sentry warrants that (a) the subject matter to be printed is not copyrighted by a third party or Sentry otherwise has permission or the right to have the subject matter printed, (b) no copyright notice has been removed from any material used in preparing the subject matter for reproduction and (c) the subject matter to be printed does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal rights. Sentry acknowledges that Supplier shall have the right in the exercise of its reasonable judgment to print anything it deems illegal, libelous, scandalous, improper, or infringing upon another's intellectual property rights.

22. Record Retention; Audit, Access and Inspection; Reporting. Supplier shall maintain complete books and records related to Supplier's compliance with, and the transactions covered by, this Purchase Order, including as to amounts charged to Sentry for goods, related taxes and duties and materials and supplies used by Supplier, which books and records shall be available for audit by Sentry for a period of five (5) years from the date of sale to Sentry. Audits shall be made upon reasonable notice to Supplier and shall be conducted in a manner as to not interfere unreasonably with Supplier's normal business activities. Unless such audit is required by Law or governmental authority, and except as provided below, any audit conducted pursuant to this paragraph shall be at the expense of Sentry. If such audit indicates that Supplier overcharged Sentry by more than 2% or if such audit shows that the materials and supplies utilized did not conform to Sentry's specifications, the Supplier shall bear the costs of such audit. Upon Sentry's request, Supplier shall provide Sentry with specific information, in such detail as Sentry may request, as to the location and method of manufacturing or assembly of goods. Supplier will maintain and will make available documentation upon request with respect to, a quality assurance system adequate to detect and prevent nonconforming Goods. Without advance notice but during regular business hours, Sentry, its designated representatives and any independent inspectors approved by Sentry may inspect any facilities at which any goods or any components for goods are being manufactured or assembled (including any facilities of Supplier or any Supplier Associated Person) and any and all goods at any stage of manufacture, assembly or delivery (including at the delivery point specified in this Purchase Order). Sentry may require Supplier to have goods inspected prior to shipment. Such inspection shall, if requested, be performed at Supplier's sole expense and by an independent inspector approved by Sentry. goods shall not be deemed to be accepted until they have actually been counted, inspected, and tested and approved by Sentry. Any counting, inspection or testing, or the documentation thereof, and any corrective action taken by Supplier, with respect to any goods shall not be deemed an acceptance of such goods or a waiver of any nonconformities or defects in such goods, and shall not (nor shall any acceptance of such goods) excuse any failure by Supplier to deliver goods in accordance with these Terms and Conditions. Supplier shall provide progress and other reporting as often as, and with such detail as, may from time to time, be reasonably requested by Sentry.

23. Data Protection and Remediation. "Sentry Confidential Information" means any information that falls within any of the categories of the defined terms of Highly-Sensitive Personal Information, Personal Information, or Restricted Information. "Highly-Sensitive Personal Information" means an (a) individual's government-issued identification number (including social security number, driver's license number, passport number, or state-issued identified number); (b) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; or (c) biometric, health, medical or medical insurance data. "Personal Information" means information provided to Supplier by, on behalf of, or at the direction of Sentry, in the course of Supplier's performance under the Agreement and includes information that: (a) identifies, relates to, describes, is capable of being associated with, or could be reasonably linked, directly or indirectly with a particular individual or household (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (b) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, biometric, health, medical or medical insurance data, answers to security questions and other personal identifiers), "Restricted Information" means highly confidential information of Sentry, which is identified by Sentry as such, or should under the circumstances be understood by Supplier as such. Specific information that can be associated with Sentry Confidential Information, such as a user ID, shall also constitute Sentry Confidential Information. For example, an individual's age alone is not Sentry Confidential Information, but if such age were capable of being associated with one or more specific, identifiable, individuals then such age would be deemed Sentry Confidential Information. Sentry Confidential Information also includes the fact that an individual has a relationship with Sentry. Supplier shall, and shall cause any Person to whom or to which Supplier may provide Sentry Confidential Information to, comply with the following data protection standards: (a) store Sentry Confidential Information for no other purpose than to facilitate the provision of goods under this Purchase Order, and for only so long as is necessary in Supplier's performance of this Purchase Order; (b) not disclose Sentry Confidential Information to any third party, including its suppliers/service provider, if any (except to the extent disclosure is necessary to carry out its obligations under this Purchase Order and for no other purpose without an agreement in writing requiring Supplier's supplier/service provider to use or disclose such Sentry Confidential Information only to the extent necessary to carry out Supplier's obligations under this Purchase Order and for no other purposes, and only if such supplier/service provider is contractually bound to confidentiality and data security obligations consistent with this Section 23); (c) to the extent Supplier distributes communications on behalf of or at the request of Sentry or receives instructions regarding access or communication preferences, in the event that applicable law requires Sentry or Supplier to honor preferences relating to such communications, including opt-out and opt-in requests, Sentry and Supplier shall cooperate in ensuring compliance with such requirements, including timely written notification by Supplier of its receipt of relevant preference requests; (d) maintain effective and commercially reasonable information security measures to protect the Sentry Confidential Information from unauthorized disclosure or use, including: (i) encrypting the storage and transmission of all Sentry Confidential information over the internet or other public networks; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Highly-Sensitive Personal Information stored on any mobile media; (viii) strictly segregating Sentry Confidential Information from information of Supplier or its other customers so that Sentry Confidential Information is not commingled with any other types of information in such a way that its confidentiality could be inadvertently or intentionally compromised; (ix) integrating information security into their system development lifecycle in alignment with industry best practice; (x) conducting penetration testing and vulnerability scans and promptly implementing, at Supplier's discretion and sole cost and expense, a corrective action plan to correct the issues that are reported as a result of the testing; (xi) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law and (xii) providing appropriate privacy and information security training to employees; and (xiii) with the exception of user endpoint devices, incorporating all systems that store, process, or transmit Sentry Confidential Information into a security information and event management system for log correlation, storage, and real-time monitoring supported by a 24x7 security operations center for escalation and notification; (e) provide Sentry with information regarding Supplier's own data management and security standards upon request; and (f) comply with changes to these data protection standards where requested by Sentry and consistent with material changes in standard industry practice and subject to applicable change control processes. Supplier shall, and shall cause any Person to whom or to which Supplier may provide Sentry Confidential Information to, provide written notice to Sentry within 24 hours of the discovery of any breach in the security of either encrypted or unencrypted Sentry Confidential Information, whether that failure or breach is suffered by Supplier or a third party. Supplier shall, and shall cause any Person to whom or to which Supplier may provide Sentry Confidential Information to, cooperate with Sentry to rectify any issues that may result, including providing (or providing access to) all information relevant to such breach or necessary to verify the ability of the party responsible for the breach to prevent future data breaches in a manner consistent with this Purchase Order. Supplier shall Indemnify Sentry for liabilities and/or expenses, including Claim Costs and Notification Costs, arising from a breach in the security of Sentry Confidential Information. "Claim Costs" means and includes all liabilities and/or expenses suffered or incurred by Sentry, or that would have been suffered or incurred by Sentry but for Supplier's assumption of defense of Claims, in respect of employees or customers of Sentry who allege that they have

suffered injury or damage by reason of the release, loss, or disclosure of Sentry Confidential Information. "Notification Costs" means and includes any and all liabilities and/or expenses suffered or incurred by Sentry in investigating whether notification of individuals is required and the preparation and delivery of notices to individuals and the provision of credit monitoring services.

24. Change Orders. Change orders should be addressed in standard terms. Sentry may at any time with written notice to Supplier make changes or modifications to PO including substitutions of materials or accessories. If such change results in an increase or decrease of cost of the time required to perform work the Supplier shall notify Sentry in writing immediately with an adjustment in price or time and a written modification will be made to PO. Any claim for adjustment by Supplier must be asserted in writing within ten (10) calendar days after receipt of notice from Sentry. Nothing contained in this paragraph shall excuse Supplier from proceeding with the Purchase Order as changed or modified by Sentry. Supplier shall "not make any changes or modifications to the goods and/or services, including substitutions of materials or accessories, without prior written permission from Sentry's representative.

25. Title to Goods/Risk of Loss. Goods or services should be performed or delivered lien free and title should pass in accordance with the delivery terms in the PO.