

## OEM Service Resale Agreement

Under this OEM Service Resale Agreement, "Provider" shall mean Critical Components Infrastructure, and "Customer" shall be the customer indicated on the applicable SOW. Provider and Customer shall be individually referred to herein as a "Party" and collectively as the "Parties". Any and all additional or different terms and conditions included in or attached to any commercial documents, other than those specifically approved in writing by both Parties, are hereby rejected and shall not become part of this Agreement.

### 1. DEFINITIONS

- 1.1. "Advantage Ultra Agreement" means the Schneider Electric Advantage Ultra Plan service agreement procured by Provider from Schneider Electric for the benefit of Customer, as described in the Service Schedule.
- 1.2. "Covered Equipment" means the Schneider Electric power and/or cooling equipment identified in the SOW that is covered under the Advantage Ultra Agreement.
- 1.3. "Fees" means the amounts payable by Customer to Provider as set forth in the SOW.
- 1.4. "OEM Services" means the preventive maintenance, remedial repair, parts, labor, travel, and technical support services provided by Schneider Electric under the Advantage Ultra Agreement, as more fully described in the Schneider Electric Statement of Work attached as Exhibit A.
- 1.5. "Schneider Electric" means Schneider Electric USA, Inc. and its affiliates, the original equipment manufacturer and exclusive provider of OEM Services under this Agreement.
- 1.6. "Service Schedule" means Exhibit A attached hereto, which incorporates the Schneider Electric Advantage Ultra Statement of Work and specifies the scope of OEM Services.
- 1.7. "SOW" means the Scope of Work attached to Provider's quote, which identifies the Covered Equipment and sets forth the Fees and other commercial terms applicable to the OEM Services.
- 1.8. "Term" has the meaning set forth in Section 7.1.

### 2. SCOPE OF AGREEMENT AND ROLE OF PARTIES

- 2.1. This Agreement governs Provider's resale to Customer of a Schneider Electric Advantage Ultra service agreement. Customer acknowledges and agrees that:
  - 2.1.1. All maintenance, repair, and technical services under this Agreement are performed exclusively by Schneider Electric pursuant to the Advantage Ultra Agreement and the Schneider Electric Statement of Work;
  - 2.1.2. Provider does not perform, and shall have no obligation or liability for, any field service, maintenance, technical work, or repairs on the Covered Equipment; and
  - 2.1.3. Provider's role is limited to the commercial and administrative functions described in Section 2.2.
- 2.2. Provider shall:
  - 2.2.1. Procure and maintain in effect the Advantage Ultra Agreement with Schneider Electric covering the Covered Equipment for the duration of the Term;
  - 2.2.2. Serve as Customer's primary point of contact for contract administration, scheduling coordination, and service-related inquiries;
  - 2.2.3. Coordinate with Schneider Electric regarding scheduling of preventive maintenance visits and service calls;
  - 2.2.4. Assist Customer in communicating service requests and issues to Schneider Electric;
  - 2.2.5. Manage renewals and provide lifecycle planning recommendations for the Covered Equipment; and
  - 2.2.6. Reasonably assist Customer in pursuing any remedies available under the Advantage Ultra Agreement in the event of service deficiencies by Schneider Electric.
- 2.3. Customer shall:
  - 2.3.1. Pay all Fees when due in accordance with Article 4;
  - 2.3.2. Provide Schneider Electric personnel with safe, timely, and unobstructed access to the Covered Equipment and Customer's facility for the performance of OEM Services;
  - 2.3.3. Maintain the Covered Equipment in an environment that adheres to Schneider Electric's published specifications;
  - 2.3.4. Designate a point of contact for scheduling and coordination of OEM Services;

- 2.3.5. Comply with all Customer responsibilities set forth in the Schneider Electric Statement of Work attached as Exhibit A; and
- 2.3.6. Promptly notify Provider of any service issues, equipment malfunctions, or concerns regarding the OEM Services.

### 3. SERVICE SCOPE AND EXCLUSIONS

- 3.1. The scope of OEM Services, response times, service area, and exclusions are as set forth in the Schneider Electric Statement of Work attached as Exhibit A.

### 4. FEES AND PAYMENT

- 4.1. Customer shall pay Provider the Fees set forth in the SOW. Unless otherwise specified in the SOW, Fees shall be invoiced annually in advance.
- 4.2. Customer shall pay all invoices within thirty (30) days of the invoice date. Late payments shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less.
- 4.3. Fees do not include any sales, use, excise, value-added, or other taxes. Customer shall be responsible for all such taxes, excluding taxes based on Provider's net income.
- 4.4. Provider may adjust Fees upon renewal of this Agreement to reflect changes in Schneider Electric's pricing. Provider shall provide Customer with at least sixty (60) days' written notice of any Fee adjustment prior to a renewal term.

### 5. WARRANTIES AND DISCLAIMERS

- 5.1. Provider warrants that:
  - 5.1.1. Provider has the authority to resell Schneider Electric service agreements as a Certified Service Sales Partner under the Schneider Electric CSSP Program; and
  - 5.1.2. Provider has procured, or will procure prior to the commencement of the Term, a valid Schneider Electric Advantage Ultra Agreement covering the Covered Equipment.
- 5.2. All warranties, service levels, and performance commitments relating to the OEM Services are provided solely by Schneider Electric pursuant to the Schneider Electric Statement of Work. Provider hereby assigns and passes through to Customer, to the extent permitted, all warranties provided by Schneider Electric with respect to the OEM Services. Provider makes no independent warranty regarding the performance, quality, timeliness, or results of the OEM Services.
- 5.3. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 5.1, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT THAT THE OEM SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR MEET CUSTOMER'S REQUIREMENTS. CUSTOMER'S SOLE REMEDY FOR ANY DEFICIENCY IN THE OEM SERVICES SHALL BE THROUGH THE SCHNEIDER ELECTRIC ADVANTAGE ULTRA AGREEMENT, WHICH PROVIDER SHALL REASONABLY ASSIST CUSTOMER IN PURSUING.

### 6. LIMITATION OF LIABILITY

- 6.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITIES, OR GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.2. PROVIDER'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO PROVIDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- 6.3. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PROVIDER SHALL HAVE NO LIABILITY WHATSOEVER FOR:
  - 6.3.1. Schneider Electric's performance or non-performance of the OEM Services;
  - 6.3.2. The acts, omissions, negligence, or willful misconduct of Schneider Electric or its personnel;
  - 6.3.3. The condition, operation, maintenance, or failure of the Covered Equipment;

## OEM Service Resale Agreement

- 6.3.4. Any delays in Schneider Electric's response time or service delivery;
- 6.3.5. The availability or unavailability of parts, labor, or Schneider Electric personnel; or
- 6.3.6. Any other matter within Schneider Electric's responsibility under the Advantage Ultra Agreement.

Customer's sole remedy for any of the foregoing shall be through the Schneider Electric Advantage Ultra Agreement, which Provider shall reasonably assist Customer in pursuing.

- 6.4. Article 6 reflect the allocation of risk between the Parties, are an essential basis of the bargain between the Parties, and shall apply notwithstanding any failure of essential purpose of any limited remedy.

### 7. TERM AND TERMINATION

- 7.1. This Agreement shall commence on the Effective Date and continue for the period specified in the SOW (the "Initial Term"), unless earlier terminated in accordance with this Article 7.
- 7.2. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof. Either Party may also terminate this Agreement for any reason or no reason upon thirty (30) days' prior written notice to the other Party; provided, however, that if Customer terminates for convenience, Customer shall pay all Fees through the end of the then-current Term.
- 7.3. Either Party may terminate this Agreement immediately upon written notice if the other Party: (a) becomes insolvent; (b) files or has filed against it a petition in bankruptcy; (c) makes an assignment for the benefit of creditors; or (d) has a receiver or trustee appointed over substantially all of its assets.
- 7.4. Provider may terminate this Agreement upon thirty (30) days' written notice to Customer if: (a) Schneider Electric terminates or fails to renew the Advantage Ultra Agreement for any reason; (b) Provider's status as a Schneider Electric Certified Service Sales Partner is terminated or suspended; or (c) Schneider Electric discontinues the Advantage Ultra service offering.
- 7.5. Upon termination or expiration of this Agreement:
  - 7.5.1. Customer shall pay all Fees accrued through the effective date of termination;
  - 7.5.2. Provider shall have no further obligation to maintain the Advantage Ultra Agreement; and
  - 7.5.3. Sections 5.3, 6, 8, 9, and 10 shall survive termination.
- 7.6. Except in the case of termination by Customer pursuant to Section 7.2 due to Provider's uncured material breach, Fees paid are non-refundable. In the event of termination by Customer for Provider's material breach, Provider shall refund to Customer a pro-rata portion of any prepaid Fees for the period following the effective date of termination.

### 8. INDEMNIFICATION

- 8.1. Provider shall indemnify, defend, and hold harmless Customer and its officers, directors, employees, and agents from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from Provider's gross negligence or willful misconduct in performing its obligations under this Agreement. Provider shall have no indemnification obligation for any claims arising from Schneider Electric's performance or non-performance of the OEM Services, or from the condition, operation, or failure of the Covered Equipment.
- 8.2. Customer shall indemnify, defend, and hold harmless Provider and its officers, directors, employees, and agents from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from:
  - 8.2.1. Customer's breach of this Agreement;
  - 8.2.2. Customer's negligence or willful misconduct;
  - 8.2.3. Customer's failure to provide safe access to the Covered Equipment or Customer's facility;
  - 8.2.4. Customer's failure to maintain the Covered Equipment in accordance with Schneider Electric specifications; or
  - 8.2.5. Any claims by Customer's employees, contractors, or invitees related to the OEM Services or the Covered Equipment.
- 8.3. The indemnified Party shall: (a) promptly notify the indemnifying Party in writing of any claim; (b) give the indemnifying Party sole control of the defense and settlement of the claim; and (c) provide reasonable cooperation to the indemnifying Party at the indemnifying Party's expense. The indemnifying Party shall not settle any claim in a manner that imposes any obligation or liability on the indemnified

Party without the indemnified Party's prior written consent.

### 9. DISPUTE RESOLUTION

- 9.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.
- 9.2. The Parties hereby submit to the exclusive jurisdiction of the state and federal courts located in Dallas County, Texas for any disputes arising out of or related to this Agreement. Each Party waives any objection to venue in such courts and any claim that such courts are an inconvenient forum. Each Party hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a jury trial in any legal proceeding relating to this Agreement.

### 10. GENERAL PROVISIONS

- 10.1. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) to the extent such failure or delay results from circumstances beyond such Party's reasonable control, including without limitation acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, epidemics, pandemics, quarantine restrictions, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials. The affected Party shall promptly notify the other Party of the force majeure event and use reasonable efforts to mitigate its effects.
- 10.2. The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties.
- 10.3. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, except that either Party may assign this Agreement without consent to an affiliate or in connection with a merger, acquisition, or sale of its assets. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.
- 10.4. All notices under this Agreement shall be in writing and shall be deemed given when: (a) delivered personally; (b) sent by confirmed email; (c) one (1) business day after deposit with a nationally recognized overnight courier; or (d) three (3) business days after deposit in the U.S. mail, postage prepaid, certified or registered, return receipt requested. Notices shall be sent to the addresses set forth in the preamble or to such other address as a Party may designate by written notice.
- 10.5. This Agreement may not be amended or modified except by a written instrument signed by both Parties. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No failure or delay by either Party in exercising any right or remedy shall operate as a waiver thereof.
- 10.6. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the Parties' original intent.
- 10.7. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.
- 10.8. The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 10.9. This Agreement shall be construed without regard to any presumption or rule requiring construction against the drafting Party.
- 10.10. This Agreement contains the entire agreement of the Parties relating to the subject matter and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing, whether written or oral pertaining thereto. Critical Components Infrastructure is a trade name of Concentric, LLC, a Texas limited liability company. All references to "Critical Components Infrastructure," "we," "us," or "our" in these Terms and Conditions refer to Concentric, LLC dba Critical Components Infrastructure.