



PURCHASE ORDER TERMS BETWEEN VENDOR AND AMTRUST ("COMPANY")

1. **LIMITATION OF LIABILITY** - In no event shall Company's aggregate liability to Vendor exceed the total payments actually received by Vendor. In no event shall Company be liable for any special, incidental, indirect or consequential damages (including, but not limited to loss of use of premises, loss of business, lost profits, loss of computer data, documents, or information of any kind), however caused, even if Company is advised of the possibility of such damages.
2. **PAYMENT** – Company shall pay all undisputed, properly issued invoices within Sixty (60) days of receipt of invoice.
3. **INTEREST** – Company shall not pay interest or charges for late fees.
4. **GOVERNING LAW** – All disputes shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions or rules that would cause the application of the laws of any other jurisdiction. With respect to any action arising out of or relating to the services, Vendor consents to the jurisdiction of any state or federal court sitting in New York, New York. The parties agree to waive the right to a jury trial with respect to any action.
5. **ASSIGNMENT** - The Company may assign any services to any of its affiliates or to its or their successors or assigns without any person's or entity's prior consent.
6. **LICENSE & ACCESS USE.** In the event that Company is subject to a divestiture, merger, or acquisition that would require Company to provide access and/or services to the newly created or existing entity pursuant to a Transition Services Agreement ("TSA") then Company shall be permitted to provide such access and services for a period up to 24 months under the TSA.
7. **RIGHT TO TERMINATE** – Company shall have the right to terminate services upon thirty (30) day's prior written notice. Company shall have the right to terminate if Vendor becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors.
8. **THIRD-PARTY RISK MANAGEMENT ("TPRM")** – Vendor agrees to participate in Company's TPRM process and provide all documents and information requested by Company.
9. **TERMINATION CHARGES** – Company shall not pay a fixed amount or liquidated damages upon termination of any services.
10. **INDEMNIFICATION** - Each party to the Agreement will indemnify, defend, and hold harmless the other party and its parent company(ies), subsidiaries of whatever tier, and their respective officers, directors, and employees from and against any and all third party claims or alleged third party claims, liabilities, demands for damages or causes of action, including reasonable attorneys' fees (collectively, "Claims"), arising out of the indemnifying party's breach of confidentiality, infringement of a third party's intellectual property rights, or negligence or willful misconduct in connection with the services.
11. **NOTICES.** All notices required shall be made in writing and shall be deemed given upon the delivery of notice personally, by overnight mail delivered by a nationally known courier service or by e-mail, to the stated herein, or to such other address as either party may designate from time to time for such purpose.

All notices to Company shall be cc'd to the following address: AmTrust North America, Inc., attention General Counsel, 59 Maiden Lane, 43rd Floor, New York, New York 10038.