

...continued from Section 10 (Service Levels).

## 11. INDEMNIFICATION.

11.1 Henderson Logistics Corp ("Contractor") shall defend, indemnify, and hold harmless Calloway Distribution LLC ("Company"), its officers, directors, employees, and agents from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from the performance of the Services, but only to the extent caused by the negligent acts or omissions of the Contractor, its subcontractors, or anyone directly or indirectly employed by them.

11.2 The Company shall promptly notify the Contractor in writing of any claim for which indemnity is sought, provided that failure to give such notice shall not relieve the Contractor of its obligations hereunder except to the extent it is materially prejudiced thereby. The Contractor shall not settle any claim that imposes any liability or obligation on the Company without the Company's prior written consent.

## 12. TERM AND TERMINATION.

12.1 This Agreement shall commence on the Effective Date and continue for an initial term of three (3) years, renewing automatically for successive one (1) year periods unless either party gives written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.

12.2 Either party may terminate this Agreement for cause upon thirty (30) days' written notice of a material breach, if such breach remains uncured at the expiration of such period. The Company may terminate for convenience upon sixty (60) days' written notice, in which event the Contractor shall be compensated for Services properly performed through the effective date of termination, including reasonable, documented wind-down costs not to exceed \$25,000.

## 13. NOTICES.

13.1 All notices required hereunder shall be in writing and deemed given when delivered personally, by certified mail (return receipt requested), or by nationally recognized overnight courier to: (a) if to the Contractor, Henderson Logistics Corp, 1400 Gateway Industrial Drive, Columbus, OH 43219, Attn: General Counsel; (b) if to the Company, at the address set forth on the signature page.

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Contractor initials **R.H.**

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Company initials **J.C.**