

1. Section C.3, Indemnification, of the Agreement is hereby replaced in its entirety with the following:

- a. Subject to the provisions of this Section, each party shall indemnify and hold the other, including its officers, directors, employees, agents, successors and assigns, harmless from and against all claims, expenses, liability, losses, and damages (excluding any special, consequential, punitive and exemplary damages) which may be alleged against or incurred by a third party or the other party to this Agreement which are the direct result of breach of this Agreement or proximately caused by the negligent or willful omission or commission of the indemnifying party in connection with any obligation set forth in this Agreement.

Nothing in this agreement shall be construed to waive the Client's limitations of liability and/or immunities as a Wisconsin municipality pursuant to WI Statutes and other applicable law."

- b. Each Party's MPI's maximum liability arising from or relating to this Agreement shall not exceed the lesser of: (1) the aggregate of all Fees paid by Client to MPI during the twelve (12) month period immediately preceding notice to MPI of any alleged obligation of indemnification; or (2) \$1,000,000 . In addition, MPI shall not be liable under this Agreement unless the amount of a loss directly arises out of a particular fact or circumstance exceeds \$100,000.00 Client's maximum liability arising from or relating to this Agreement shall not exceed the aggregate of all Fees paid by Client to MPI during the twelve (12) month period immediately preceding notice to Client of any alleged obligation of indemnification or any sum in excess of 1,000,000, whichever is less, except this limitation shall not apply to any claim arising out of one or more of the following: (i) payment for Services of Fees; or (ii) payment for Covered Services. In addition, with the exception of (i) and (ii) above, neither party shall be liable under this Agreement unless the amount of any loss directly arises out of a particular fact or circumstance exceeds \$100,000.00.

~~The above stated limitation shall not apply if damages incurred by either party arise directly out of the other party's gross negligence or willful breach of Section C.2 (Confidentiality) of C.5 (Use of Materials, Marks and Marketing Names) under this Agreement. To the extent either party seeks indemnification from the party hereto, or otherwise asserts any claim under this Agreement, it shall promptly transmit written notice to the other party of the claim for which damages may be sought or have suffered. Such notice shall be sent by certified mail, return receipt requested to the address for notice reflected herein.~~