

Additional Safe Fleet Supplier Terms and Conditions

1. Applicability; Entire Agreement. These Additional Safe Fleet Supplier Terms and Conditions (the “**Supplier Terms**”), together with the agreement executed by both Parties (if any) (the “**Contract**”) and all PO(s) (as defined in Section 5 below) and Release(s) (as defined in Section 5 below) (if any), in each case which accompany or reference these Supplier Terms (the Contract (if any), and all POs and Releases, including all terms and conditions set forth, incorporated, or referenced or attached thereto therein (“**PO Terms**,” and together with these Supplier Terms, the “**Ts&Cs**”), collectively, the “**Order Documentation**,” and together with these Supplier Terms and all SOWs (as defined in Section 4 below), if any, hereunder, this “**Agreement**”), are the only terms which govern the matters set forth in any of the foregoing, and comprise the sole and entire agreement by and between the Safe Fleet Entity (as defined in Section 3 below) which is party to the Contract, or, if there is no Contract, the Safe Fleet Entity submitting the applicable PO or Release (“**Buyer**”) and the supplier entity which is party to the Contract or, if there is no Contract, the party to whom the PO or Release is addressed (“**Seller**,” together with Buyer, the “**Parties**,” and, each, a “**Party**”) with respect to the subject matter of the Agreement, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral with respect thereto. If there is no Contract between the Parties, the PO is an offer (or, in the event Seller has previously made or later makes any other offer, counteroffer, proposal, or quotation with respect to the subject matter of the PO, a rejection by Buyer of same and a counteroffer) by Buyer for the purchase from Seller of the goods specified in the PO (the “**Goods**”) in the quantity specified in the PO in accordance with and subject to the Ts&Cs. The Order Documentation applies to any repaired or replacement Goods provided by Seller hereunder. Buyer is not obligated to any minimum purchase or future purchase obligations under this Agreement, except as expressly stated in the Order Documentation, notwithstanding any forecasts Buyer may from time to time provide, all of which shall be deemed non-binding estimates only.

2. Rejection of Other Terms; Order of Precedence. Without limiting Section 1 of these Supplier Terms, the Parties acknowledge and agree that the Order Documentation prevails over any terms or conditions contained in any other documentation and expressly excludes and prevails over any of Seller’s general terms and conditions of sale, any terms or conditions accompanying any proposal, quotation, offer, acceptance, acknowledgement, shipping documentation, or invoice issued by Seller, or any other document issued by, or terms and conditions or communication of, Seller in connection with this Agreement (collectively, “**Seller-Proposed Terms**”), including any provision thereof relating to order of precedence, conflicts, or “battle of the forms,” all of which, notwithstanding anything to the contrary in any Seller-Proposed Terms, whether provided or made available by Seller prior to or after Buyer’s provision of the PO, are hereby expressly objected to and rejected, and all of which shall be void and of no effect. Neither acceptance of any goods or services, nor any other act or omission of Buyer, shall be deemed to constitute acceptance of any Seller-Proposed Terms. This Agreement, including, for clarity, all POs and Releases, expressly limits Seller’s acceptance to the terms of the Agreement, which, upon Acceptance (as defined in Section 6 below), Seller accepts without qualification or conditions. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the applicable Order Documentation. In the event of any ambiguity, inconsistency, or conflict, terms and conditions will control in the following order of precedence: (a) these Supplier Terms, (b) the Contract (if any), (c) any SOW, and (d) the PO Terms.

3. Safe Fleet Entities; Customers. “**Safe Fleet Entity**” means Safe Fleet Acquisition Corp. or any of its direct or indirect subsidiaries. Any Safe Fleet Entity may purchase Goods or Services from Seller hereunder for its own account, in which case all references to “Buyer” in this Agreement shall be deemed to refer to such Safe Fleet Entity, but for purposes of the applicable PO(s) only. Seller shall, unless otherwise instructed by Buyer, bill each such Safe Fleet Entity separately for the Goods sold to such Safe Fleet Entity. The liability of each Safe Fleet Entity and Safe Fleet Acquisition Corp. under this Agreement shall be several and not joint. Each Safe Fleet Entity shall only be liable for those obligations expressly set forth in the PO to which it is a party. In no event will Safe Fleet Acquisition Corp. be liable for any of the obligations or liabilities of any other Safe Fleet Entity pursuant to this Agreement. “**Customer**” means any direct, indirect, or downstream customer or user receiving or using any Goods or Services, or any portion of any of them, including all end users of all or any part of the Goods or Services.

4. Additional Services. The Parties may, from time to time, agree to additional terms for the provision of services by Seller to Buyer, which are not contemplated by this Agreement as of the time of execution by both Parties (“**Additional Services**” and together with all other services provided by Seller pursuant to this Agreement, the “**Services**”). In such case, the Parties will set forth such additional terms in one or more statements of work referencing this Agreement (each, an “**SOW**”), each of which, upon execution by both Parties, will be deemed incorporated into and made a part of this Agreement, and Seller will provide the Additional Services, and each Party will perform its related obligations, as set forth in such SOW. All deliverables and work product Developed (as defined below) by or on behalf of Seller or any of its Personnel (as defined below), including pursuant to this Section 4 of these Supplier Terms, will be deemed “**Goods**” for purposes of this Agreement, including the warranties hereunder. “**Personnel**” of a Party means any and all agents, employees, contractors, or subcontractors engaged or appointed by such Party or any of its affiliates, but excluding the other Party. “**Developed**” means created, conceived, developed, produced, authored, originated, invented, gathered, compiled, made, possessed, owned, controlled, obtained, or acquired.

5. Purchase Orders and Releases. “**PO**” means Buyer’s purchase order(s) which may be issued to Seller from time to time hereunder, which may, among other things, specify items such as: the Goods to be purchased, including make/model number, UPC, SKU, or other product identifier; the quantity of each of the Goods ordered; the delivery date for the Goods ordered (“**Delivery Date**”); the unit Price for each of the Goods to be purchased; the billing address; and the address for delivery of the Goods ordered. In some cases, Buyer may

issue a blanket PO, setting the terms for several orders to be released over a period of time identified in the PO; in such case, Buyer will, from time to time during such period, issue written Releases under such PO to Seller. For the avoidance of doubt, any references to POs hereunder also include any applicable Releases. “**Release**” means a document issued by Buyer to Seller pursuant to a PO that identifies (to the extent not specified in the original PO) the quantities of Goods constituting Buyer’s requirements or otherwise to be included in a particular order, the address for delivery and Delivery Dates for such Goods.

6. Acceptance of PO, Delivery Date, Quantity, Delivery Location. No PO will be binding on Buyer until Seller accepts the PO in writing or otherwise engages in conduct which should reasonably be interpreted by Buyer as acknowledging the existence of a contract relating to the subject matter of the PO, including by notifying Buyer that Seller has started to perform in accordance with same (any of the foregoing, “**Acceptance**”). The PO will automatically lapse 30 days after Seller’s receipt thereof, if Seller has not Accepted same. If Seller does not Accept the PO within 30 days of Seller’s receipt of the PO, the PO will lapse. Buyer may withdraw the PO at any time before it is Accepted by Seller. Seller shall deliver the Goods in the quantities, and on the Delivery Date, specified in the PO (or Release, if applicable) or as otherwise agreed in writing by the parties. Seller will hold all POs open until, and will not deliver Goods except to the extent, Buyer provides one or more firm Releases (which may include a firm release and Delivery Date set forth in the PO itself) relating to the Goods thereunder. If the subject matter of the PO overlaps with a previously agreed PO between the parties, the more recent PO will govern unless otherwise directed by Buyer, and Buyer may terminate the prior PO upon written (email being sufficient) notice to Seller. Time, quantity and delivery to the Delivery Location (as defined in Section 7 below) are of the essence under this Agreement. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and such failure to meet the Delivery Date shall constitute a breach of this Agreement for all purposes, including for purposes of indemnification pursuant to Section 18. If Seller delivers more or less than the quantity of Goods ordered, or delivers goods prior to the Delivery Date, Buyer may reject all or any excess or other affected Goods. Any such rejected Goods shall be returned to Seller at Seller’s risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

7. Shipping Terms, Title, Packaging. Unless otherwise stated in the PO, Buyer will arrange for all shipping, and, subject to the remainder of this Section 7, shipping terms will be FOB Origin, Freight Collect, for Goods shipped within North America, or DDP Delivery Location, Incoterms 2010, for all other shipments. All Goods shall be delivered by Seller (a) where Seller is arranging shipping, to the address specified in the PO or, if different, the applicable Release, or (b) where Buyer is arranging shipping, to Seller’s mutually agreed loading dock or other mutually agreed Seller location (either (a) or (b) above, as applicable, the “**Delivery Location**”) during Buyer’s normal business hours or as otherwise instructed by Buyer. When Seller is arranging shipping, Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation, and Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading, and any other documents necessary to release the Goods to Buyer no later than three business days after Seller delivers the Goods to the transportation carrier. The PO (or, if applicable, Release) number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the PO (or, if applicable, Release). Title passes to Buyer upon the earlier of payment in full by Buyer or delivery of the Goods to the Delivery Location. All goods shall be packed for shipment according to Buyer’s instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller’s expense. If Buyer determines that Seller’s deliveries are so far behind schedule that Buyer requires express shipments, then Seller will pay the express charges, and if Buyer determines that Seller’s deliveries are so far behind schedule that Buyer is compelled to use material not according to Buyer’s specification, or at a higher cost, then, without limiting or waiving any other rights or remedies of Buyer under this Agreement, applicable Law, or otherwise, Seller will pay whatever additional costs, expenses, losses, or damages Buyer sustains arising out of same. Without limiting the foregoing, if Seller does not comply with any of its delivery obligations under this Section 7, Buyer may, in Buyer’s sole discretion and at Seller’s sole cost and expense, (a) approve a revised Delivery Date, (b) require expedited or premium shipment, or (c) cancel the applicable PO and obtain similar goods from other sources. The risk of loss with respect to Goods shipped under any PO, passes to Buyer upon actual receipt by Buyer at the Delivery Location. Delivery times will be measured to the time that Goods are actually received at the Delivery Location.

8. Amendment and Modification of PO. Prior to Seller’s Acceptance of the PO, Buyer may add, delete, or modify any term or condition therein, but must do so in writing, or orally followed by prompt written confirmation, in each case email being sufficient. Notwithstanding anything to the contrary in this Agreement, in the event Buyer is delayed or restricted in its ability to make use of the Goods as originally contemplated by reason of any event beyond its reasonable control, Buyer may postpone the Delivery Dates, or cancel, terminate, or modify this PO in whole or in part to such extent as is reasonable under the circumstances without any obligations or liability to Seller. Modifications by Buyer in accordance with any of the foregoing shall be deemed part of this Agreement when made as provided in this Section 8.

9. Improvements and Changes to Goods. The Parties will continue to collaborate during the Term to troubleshoot and improve the Goods, and to consider the development of new versions, updates, upgrades, revisions, changes, expansions, extensions, enhancements, improvements, modifications, or derivative works (collectively, “**New Versions**”) thereof. Once Developed by or on behalf of Seller or any of its Personnel, each New Version shall be deemed to be part of the “Goods” hereunder. From time to time, Buyer may direct in writing changes with respect to the Goods, which may include changes in the design, drawings, development, specifications, processing, inspection, testing, quality control, methods of packing and shipping or the date or place of delivery of the Goods or New Versions

thereof, it being understood and agreed that Seller may not make any changes with respect to any of the foregoing, or any changes in Seller's sub-contractors, suppliers of components, materials, Tooling, or other Equipment used in or for the Production (as defined in Section 19 below) of any Goods, without the express prior written consent of Buyer. If such a change results in an increase or decrease in cost, an equitable adjustment of price and delivery schedule shall be made, provided that a Party requests such an adjustment within ten days of receiving notice of such change, in which case the Parties will negotiate in good faith a mutually agreed price adjustment; otherwise, no adjustment shall be made.

10. Payment Terms and Pricing. (a) The price of the Goods is the price stated in the PO (the "**Price**"), which shall be consistent with the pricing set forth in the Contract (if any). If no price is included in the PO, the Price shall be the price set forth in the Contract, or, if there is no Contract, the price set out in Seller's published price list in force as of the date of the PO. Unless otherwise specified in the Order Documentation, the Price includes all packaging, transportation costs to the Delivery Location, insurance, tariffs, customs duties and fees and applicable taxes, including, but not limited to, all sales, use, and excise taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

(b) Seller represents and warrants that each Price will be at least as low as the price charged by Seller to other buyers for the same Goods or similar goods. If at any time during the Term, Seller charges any other buyer a lower price for the same Goods or similar goods, Seller shall apply that price to all same or similar Goods under this Agreement. If Seller fails to meet the lower price, Buyer may, at its option, in addition to all of its other rights and remedies under this Agreement and applicable Law (as defined in Section 11 below), terminate this Agreement and/or the applicable PO upon written notice to Seller.

(c) Seller shall issue periodic invoices for Goods after acceptance by Buyer, which, unless otherwise agreed by the Parties in writing, shall be payable (except amounts disputed in good faith by Buyer) within 60 days of Buyer's receipt of invoice. Each invoice for Goods must set forth in reasonable detail the amounts payable by Buyer under this Agreement and contain information necessary for identification and control of the Goods. Buyer reserves the right to return and withhold payment due to any invoices or related documents that are inaccurate or incorrectly submitted to Buyer. Buyer will receive a 3% discount on any invoice paid within 10 days of receipt, which discount Buyer may apply immediately by deducting such amount from the amount invoiced. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller under the Agreement. If Buyer reasonably deems itself insecure with respect to Seller's ongoing performance, whether due to Seller's financial capacity or otherwise, Buyer may, without limiting or waiving any other rights or remedies it may have under this Agreement, applicable Law, or otherwise, demand that Seller provide assurance of future performance to Buyer, and Seller will provide same within five (5) days of the demand in any amount and form of security acceptable to Buyer, which may include collateral consisting of cash, letter(s) of credit, surety bond, parent guaranty, or lender releases.

11. Seller's Obligations Regarding Goods and Services. (a) To the extent the Order Documentation describes any Services to be performed by Seller, Seller shall: (i) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures; and (ii) maintain complete and accurate records relating to the provision of the Services, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve; during the term of this Agreement and for a period of two years thereafter, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller Personnel in connection with the provision of the Services. (b) In addition, Seller shall (i) obtain Buyer's written consent, in Buyer's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Goods or Services to Buyer (each such approved subcontractor, person, or entity, a "**Permitted Subcontractor**"). Buyer's approval shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and for their compliance with all of the terms and conditions of this Agreement as if they were Seller's own employees, and Seller shall be liable for all acts and omissions of all Permitted Subcontractors which, if taken or made by Seller, would subject Seller to liability in connection with this Agreement. Nothing contained in this Agreement shall create any contractual relationship between Buyer and any Seller subcontractor or direct, indirect, or upstream supplier (each, a "**Supplier**"); (ii) require each Permitted Subcontractor to be bound in writing by the provision, including the confidentiality provisions, of this Agreement, with Buyer named as a third-party beneficiary, and, upon Buyer's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Buyer; (iii) ensure that all persons, whether employees, Permitted Subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable laws, statutes, rules, regulations, ordinances, and other requirements or rules of law of any governmental or quasi-governmental authority (collectively, "**Laws**"), and are suitably skilled, experienced and qualified to provide the Goods and Services; (iv) ensure that all of its equipment used in the provision of the Goods and Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Buyer; (v) maintain a sufficient supply of Goods to satisfy all orders under the Order Documentation and any forecasts or estimates provided by Buyer in connection with this Agreement; (vi) maintain availability of the Goods, at a reasonable price, for service parts requirements, including, at Seller's sole expense, keeping in good condition and replacing all dies, tools, gauges, fixtures, and patterns necessary for the production of same, for a minimum of 20 years following cessation of production use of the applicable Goods; and (vii) package, label, classify, describe, and mark all Goods in accordance with this Agreement and with applicable Laws.

12. Supplier Quality and Development; Supplier Quality Manual; PPAP; IMDS. (a) Seller will conform to the Buyer's quality control

standards and inspection systems, as specified in the Safe Fleet Quality Manual and all applicable Appendices, as well as applicable related standards and systems. Supplier Quality Manual and applicable appendices can be found at <https://www.safefleet.net/resources/suppliers>. Seller will participate in any supplier quality and development programs of Buyer and Buyer's Customers that apply to the Goods described in the PO. Except as otherwise set forth in such documentation, or unless exempted in writing by Buyer, Seller is required to be registered to, compliant with, or making substantial progress toward meeting ISO 9001, or a quality management system such as TS 16949. (b) Seller agrees to meet the full requirements of industry Production Part Approval Processes ("PPAP") as specified by Buyer and Buyer's Customers and agrees to present this information to Buyer upon request and at the level requested, for all production parts requiring a PPAP Approval Process. (c) Seller will enter all required bill of material and material composition data into the International Material Data System ("IMDS") or into a Buyer-approved alternative system prior to prototype submission, initial PPAP, and PPAPs for subsequent design changes. Failure to successfully submit all information required by IMDS will prevent the Seller from receiving PPAP approval. (d) If applicable, Seller will participate in the Customs-Trade Partnership Against Terrorism program ("C-TPAT"), or have adequate security controls which meet or exceed the requirements of C-TPAT. (e) Seller will require all of its Suppliers to comply with standards at least as stringent as those set forth in this Section 12, and will be liable for any failure of any of same to so comply. (f) Seller also agrees to complete any required supply chain safety and security surveys requested by Buyer.

13. Compliance with Law. (a) Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Agreement. Seller shall comply with all export and import Laws of all countries involved in the sale of Goods under this Agreement. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Agreement if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods. Without limiting the foregoing, Seller represents, warrants, and covenants that it and all Seller Personnel are in compliance with and shall comply with all applicable Laws, including the applicable requirements of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under applicable requirements of Executive Order 11141 and 11246, as well as the Rehabilitation Act of 1973, as amended, Occupational Health and Safety Act (OSHA), Hazardous Materials Transportation Act and Toxic Substances Control Act (TSCA) and regulations issued thereunder, and the EU Restriction of Hazardous Substances Directive 2002/95/EC and any related regulations, Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974 (38 USC 4212), and implementing regulations at 41 CFR Chapter 60, all as may have been and may later be amended. The foregoing obligations includes compliance with all statutory, regulatory, and contractual requirements, and other Laws, in each case which may be applicable to Seller pursuant to Buyer's, or any of Buyer's Customers' status, where applicable, as a contractor with the U.S. government, the provisions of which are made a part of this Agreement by reference, with the term "Contractor" (and similar terms) as used in any of same construed to mean Seller for purposes of this Agreement, and which Laws include (i) FAR [48 C.F.R.] 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (Oct. 2010); (ii) FAR 52.203-13, Contractor Code of Business Ethics and Conduct (Apr. 2010); (iii) FAR 52.219-8, Utilization of Small Business Concerns (Dec. 2010) (incorporating 15 U.S.C. § 637(d)(2) and (3)); (iv) FAR 52.222.26, Equal Opportunity (Mar. 2007) (incorporating Executive Order 11246); (v) FAR 52.222-35, Equal Opportunity for Veterans (Sep. 2010) (incorporating 38 U.S.C. § 4212 and 41 C.F.R. §60-300.5(a)); (vi) FAR 52.222-36, Affirmative Action for Workers with Disabilities (Oct. 2010) (incorporating 29 U.S.C. § 793 and 41 C.F.R. §60-741.5(a)); (vii) FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec. 2010) (incorporating E.O. 13496); (viii) FAR 52.222-50, Combating Trafficking in Persons (Feb. 2009) (incorporating 22 U.S.C. 7104(g)); (ix) FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006); (x) the Walsh-Healey Public Contracts Act; (xi) 52.222-39 (Notification of Employee Rights Concerning Payment of Union Dues or Fees), (xii) 52.222-41 (Service Contract Act of 1965). **To the extent not exempt, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.** Seller agrees to utilize "Small Business Concerns, Small Disadvantaged-Owned Business Concerns, Minority-Owned Business Concerns, Women-Owned Business Concerns, Veteran-Owned Business Concerns, Service Disabled-Owned Veteran Business Concerns, and HUBzone-Located Business Concerns" as required by Federal Laws, 97-507, 99-661, 100-656, 103-355, 105-135 and 106-50. In addition, Seller will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. Seller is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by Seller or other third parties. Further, Seller warrants that all chemical substances furnished which are required or permitted to be reported to the U.S. Environmental Protection Agency (EPA), are listed as chemical substances in the EPA's current inventory listing. (b) Section 1502 of the Dodd-Frank Act imposes certain Securities and Exchange Commission ("SEC") reporting requirements on publicly-traded companies whose products contain metals derived from minerals known as "Conflict Minerals", which include gold, tin, tantalum, and tungsten, that originated from the Democratic Republic of Congo ("DRC") or an adjoining country. Seller agrees to submit Conflict Minerals declarations forms for all current Goods and to amend such declarations for new or modified Goods sold in the future. In addition, Seller commits to have in place a supply chain policy and process to undertake (i) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into products it provides Buyer, (ii) due diligence of its supply chain, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or

indirectly support unlawful conflict there, and (iii) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. For more information on the Dodd-Frank Act, please see the final rule at: <http://www.sec.gov/rules/final/2012/34-67716.pdf>. (c) Seller at all times will comply with and will take reasonable measures to ensure that all Seller Parties (as defined in Section 18 below) will comply with Part I of the ICC Rules on Combating Corruption 2011, which is hereby incorporated by reference into these Terms & Conditions, as if written out in the Terms and Conditions in full. The full text of the ICC Rules may be found at <http://www.iccwbo.org/Advocacy-Codes-and-Rules/Document-centre/2012/ICC-Anti-corruption-Clause/>. (d) Seller represents, warrants, and covenants that neither Seller, nor any of its Suppliers, do or will engage in or otherwise support human trafficking, defined as the recruitment, transportation, transfer, harboring or receipt of persons, by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. (e) Seller shall, at Seller's sole expense, provide all information and materials reasonably requested by Buyer for purposes of documenting compliance with Laws and applicable agreements by the Goods, Services, Buyer, Seller, or any other party, including Buyer's Customers, and Seller's Suppliers, in connection with this Agreement, including as follows: (i) Seller will promptly notify Buyer in writing of material or components used by Seller in filling this order that Seller purchases in a country other than the country in which the goods are delivered to Buyer; (ii) Seller will furnish Buyer with any documentation necessary to establish the country of origin, appropriate value for Customs Clearance, Buyer Part Number and Part Description, as well as documentation necessary for Customs Clearance and Other Government Agency reporting (FDA, FCC, DOT, etc.); (iii) Seller will promptly advise Buyer of any material or components imported into the country of origin and any duty included in the purchase price of the goods; (iv) Seller will provide to Buyer, upon Buyer's request, product country of origin information under North American Free Trade Agreement, US - Chile Free Trade Agreement, US - Australia Free Trade Agreement, Buy America, General System of Preferences or other relevant, existing or future trade agreements or tariff preference programs. If required by Buyer, based on the origin of the product under the relevant rules of origin, Seller will complete and deliver to Buyer a certificate of origin or affidavit appropriate to the relevant trade agreement or tariff preference program, and any other information necessary to enable Buyer to satisfy Buyer's obligations in utilizing such trade agreements or tariff preference programs. Seller must monitor Seller's materials sourcing, bills of material, or formulations for changes that might affect the validity of any origin determination or certificate of origin provided to Buyer. If any such change affects origin information or a certificate of origin provided to Buyer, Seller must promptly notify Buyer in writing. Seller will maintain production and the supply-base of parts necessary to qualification within North America, such that NAFTA certification is ensured throughout the life of this Agreement. Seller further agrees to comply with recordkeeping requirements under the applicable tariff preference program; (v) Seller shall notify Buyer if any Goods are restricted by export control laws or regulations, shall promptly notify Buyer if Seller or any of Seller Personnel is or becomes listed on any Denied Parties List, or if Seller or any of Seller's Personnel's export privileges are restricted in any manner by any governmental agency; (vi) Seller will notify Buyer in writing upon receipt of the PO if the Goods or Services are subject to Laws relating to hazardous or toxic substances or products governed by the Toxic Substances Control Act hazardous waste disposal, or to any other environmental or safety and health regulations, will supply safety data sheets and, in such form and detail as Buyer may direct, information regarding all ingredients and components in the Goods, and will furnish all appropriate shipping certification and instructions for shipping, safety, handling, exposure, and disposal (including without limitation material data safety sheets) in a form understandable by Buyer's and shipper's non-technical personnel and in enough detail to identify all action that the user must take concerning the material; all labels must conform to the ANSI Z535 standard for product safety labels or another standard acceptable to Buyer; (vii) Seller will provide evidence of compliance with specific government regulatory performance requirements, including, if reasonably requested by Buyer, in the form of test reports or engineering analyses; (viii) Some Goods may be controlled by the International Traffic in Arms Regulations (ITAR). To ensure Buyer's and Seller's compliance with the ITAR and to avoid the imposition of export licensing requirements, Seller will ensure that each person with access to Technical Data, as defined in 22 CFR Section 120.10, Defense Services as defined in 22 CFR Section 120.9, and Defense Articles as defined in 22 CFR Section 120.6 (collectively "ITAR Materials") is eligible to be granted access to such ITAR Materials pursuant to 22 CFR Section 120.1(c) or is a U.S. Person as defined in 22 CFR Section 120.15. In instances where Foreign Persons, as defined in 22 CFR Section 120.16, have access to ITAR Materials, Seller shall immediately provide Buyer with a copy of the license or approval at the time that Seller provides such Foreign Person with access to the ITAR Materials. For those instances where Seller employs, retains, or contracts with any Foreign Persons without a license or approval described above, Seller shall immediately notify Buyer and, if requested, provide Buyer with a detailed explanation of the steps undertaken to ensure that these persons are not gaining access to the ITAR Materials. Seller represents that it is registered under ITAR, to the extent applicable. Any assets and technical data controlled for export per other U.S. regulations, such as the Commerce Control List, may not be re-exported without Buyer's prior written consent, which consent may be withheld at Buyer's sole discretion.

14. Inspection and Rejection of Nonconforming Goods or Services. The Buyer has the right to inspect the Goods and Services on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods or Services if it determines in good faith that same are nonconforming or defective. If Buyer rejects any portion of the Goods or Services, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the PO or Release (as applicable) or this Agreement in its entirety; (b) accept the Goods and/or Services at a reasonably reduced price; or (c) reject the Goods and/or Services and require replacement of the rejected Goods and/or Services. If Buyer requires replacement of the Goods and/or Services, Seller shall, at its expense, within 10 days replace the nonconforming Goods and/or Services and pay for all related expenses, including, but not limited to, incidental and consequential costs, and transportation charges for the return of defective Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods or Services, Buyer may replace them with goods or services from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 16. Payment shall not constitute an

acceptance of the Goods or Services nor impair Buyer's right to inspect or any of its remedies. Any inspection or other action by Buyer under this Section 14 shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions. Any acceptance by Buyer of late or non-conforming Goods or Services shall apply solely to such Goods or Services and shall not constitute or be construed as a waiver of any of the terms herein, or Seller's obligations hereunder, and shall not prejudice Buyer's rights or remedies concerning any other goods or services.

15. **Tangible Property.** If Buyer (or Buyer's Customers), either directly or indirectly, furnishes to Seller, or to any Supplier to Seller, in connection with or related to this Agreement, or at least partially reimburses Seller or any Supplier to Seller for, any Tooling, Equipment, or other tangible property of any description, including supplies, materials, machinery, equipment, drawings, photographic negatives and positives, artwork, copy layout, electronic data and other items, all of same (collectively, "**Bailed Property**") is and will at all times remain the property of Buyer (or Buyer's Customer(s)), as applicable) and be held by Seller on a bailment-at-will basis, with Seller bearing all risk of loss and damage to same, and Seller agrees to enter into Buyer's customary bailment agreement with respect thereto. Seller may only use Bailed Property to provide Goods to Buyer hereunder, and not for any other customer or any other purpose. Except as otherwise expressly set forth in this Agreement, Seller may not charge Buyer for the cost of manufacturing or procuring any Tooling or other materials used in the production and sale of the Goods unless Buyer agrees in writing to reimburse Seller for Seller's actual reasonable costs of manufacturing or procuring such Tooling or other materials (a "**Reimbursement Authorization**"). Any Tooling or other materials that are subject to a Reimbursement Authorization provided by Buyer, or otherwise paid for in whole or in part by Buyer, will become Bailed Property (and title thereto will vest in Buyer) immediately upon completion of all testing required by Buyer (provided that Buyer will not be relieved of its obligation to pay for such Tooling or materials in accordance with the terms of this Agreement) or, if earlier, any payment by Buyer to Seller therefor. Buyer will not pay for any Tooling necessary for the production of sample products unless otherwise provided in the applicable Reimbursement Authorization. Seller will deliver all Bailed Property to Buyer at such address as is specified by Buyer within 30 days of expiration or earlier termination of this Agreement or of any earlier written request by Buyer. "**Equipment**" means "equipment" (as that term is defined in UCC Section 9-102(a)(33), as adopted under applicable Law) that is used in the Production of Goods by Seller, and all machinery, equipment, Tooling, furnishings and fixtures (as such terms are defined in UCC Section 9-102, as adopted under applicable Law) now owned or hereafter acquired by Seller, of any kind, nature or description, as well as all (a) additions to, substitutions for, replacements of and accessions to any of the foregoing items, (b) attachments, components, parts (including spare parts) and accessories installed thereon or affixed thereto, and (c) Intellectual Property Rights in connection with the foregoing. "**Tooling**" means, collectively, all tooling, dies, test and assembly fixtures, gauges, jigs, patterns, casting patterns, cavities, molds, models, and documentation (including engineering specifications and test reports) used by Seller in connection with its manufacture and sale of the Goods, together with any accessions, attachments, parts, accessories, substitutions, replacements and appurtenances thereto.

16. **Effect of Termination.** (a) Buyer may terminate this Agreement, in whole or in part, at any time with or without cause upon written notice to Seller. In addition to any remedies that may be provided under this Agreement, Buyer may terminate this Agreement with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods, if Seller has not performed under or complied with this Agreement, in whole or in part, including in the event of undelivered or late-delivered Goods, or if the Seller becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. If Buyer terminates the Agreement in accordance with this Section 16 for any reason, Seller's sole and exclusive remedy for such termination is payment for the Goods and Services received and accepted by Buyer prior to the termination.

(b) Immediately upon expiration or earlier termination of this Agreement, Seller shall, unless otherwise directed in writing by Buyer, and subject to Seller's obligation to provide resourcing cooperation under Section 16(d): (i) promptly terminate all performance under this Agreement and under any outstanding POs; (ii) transfer title and deliver to Buyer all finished Goods completed prior to effectiveness of the Notice of termination; and (iii) return to Buyer all Bailed Property and any other property furnished by or belonging to Buyer or any of Buyer's Customers, or dispose of such Bailed Property or other property in accordance with Buyer's instructions (provided that Buyer will reimburse Seller for the actual, reasonable costs associated with such disposal).

(c) Upon the expiration or earlier termination of this Agreement, each Party shall: (i) return to the other Party or destroy all Confidential Information of the other Party, and all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information; (ii) permanently erase all of the other Party's Confidential Information from its computer systems, except for copies that are maintained in the ordinary course of business as archive copies on its disaster recovery or information technology backup systems (provided that any such copies will remain subject to the confidentiality restrictions set forth in this Agreement for as long as they are retained, and that each Party shall destroy any such copies upon the normal expiration of its backup files); and (iii) upon the other Party's written request, certify in writing to such other Party that it has complied with the requirements of this Section 16(c).

(d) Upon the expiration or earlier termination of this Agreement for any reason, to the extent requested by Buyer in writing, Seller agrees to take such actions as may be reasonably required by Buyer to transition production of Goods from Seller to an alternative seller without production disruptions, including to manufacture, deliver and sell to Buyer a sufficient inventory bank of Goods to ensure that the transition will proceed smoothly and without interruption or delay to Buyer's or Buyer's Customers' production of products incorporating the Goods, and/or permit Buyer to make a last-time buy of up to two years of Goods, in each case with pricing equivalent

to the pricing in effect immediately before expiration or termination.

(e) Sections 1 through 3, 11(b)(vii), 15 through 22, 24, and 25 of these Supplier Terms shall survive the expiration or earlier termination of this Agreement, whether by its terms, operation of law or otherwise.

17. **Warranties.** (a) Without limiting any other provision of this Agreement, including obligations pursuant to Section 18, Seller warrants to Buyer, its affiliates, each of their respective Customers, the respective Representatives (as defined in Section 19 below) of each of the foregoing, and the successors and assigns of all of the foregoing (all of the foregoing, collectively, but excluding, in each case, Seller, the **"Buyer Parties"**) that Seller 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, and shall devote adequate resources to meet its obligations under this Agreement, that Seller's pricing, terms, delivery, and quality of Goods and Services are consistent and competitive with the market in Seller's industry, and that, for a period of 18 months from the later of the date of Buyer's acceptance of the Goods or the date of first use of the Goods, all Goods will: (i) be free from any defects in workmanship, material, and design, and be new, of even quality, and of the highest quality; (ii) conform to all specifications, drawings, instructions, standards, designs, samples and other requirements specified by Buyer and all applicable advertisements, statements on containers or labels, and descriptions; (iii) be safe and fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be conveyed with good title, and be free and clear of all liens, security interests or other encumbrances or claims of ownership; and (vi) not infringe, misappropriate, or otherwise violate any third party's patent or other Intellectual Property Rights (as defined in Section 19 below). These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Buyer. Buyer's approval of Seller's design, material, process, drawing, specifications or the like shall not be construed to relieve Seller of the warranties set forth herein, nor shall a waiver by Buyer of any drawing or specification request for one or more articles constitute a waiver of any such requirements for the remaining articles to be delivered hereunder unless so stated by Buyer in writing. These warranties are cumulative and in addition to any other warranty provided by Law, and may not be limited or disclaimed by Seller. Any applicable statute of limitations runs from the date of Buyer's actual discovery of the noncompliance of the Goods with the foregoing warranties. In addition to all other rights and remedies it may have under this Agreement or under applicable Law, if Buyer gives Seller notice of noncompliance with this Section 17, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer. (b) In addition to the warranty provisions set forth in Section 17(a) above, if Buyer, any other Buyer Party, or any governmental authority determines in good faith that a recall campaign is necessary, due to threat of damage to property or to the health or safety of any person, or otherwise, Buyer Party will have the right to implement such recall campaign and return the affected Goods to Seller or destroy such Goods, as determined by Buyer Party in its reasonable discretion, at Seller's sole cost and risk. If a recall campaign is implemented, at Buyer Party's option and Seller's sole cost, Seller shall promptly replace any affected Goods and provide such replacement Goods to Buyer Party or Buyer Party's designee. The foregoing will apply even if any product warranty applicable to the Goods has expired. Seller will be liable for all of Buyer Party's costs associated with any recall campaign if such recall campaign is based upon a reasonable determination that the Goods fail to conform to the warranties set forth in this Agreement (for clarity, whether during or after the applicable warranty period). Seller shall pay all reasonable expenses associated with determining whether a recall campaign is necessary. Seller will notify Buyer of and involve Buyer immediately in any investigation that may be safety-related on any product supplied to Buyer, and, in any event, Seller will notify buyer within 2 days of Seller's official decision to initiate a safety recall. Seller agrees to comply with all requirements of the Transportation Recall Enhancement, Accountability, and Documentation (TREAD) Act and its implementing regulations 49 CFR 579. At its own expense, Seller will provide information in such detail and according to a schedule specified by Buyer to enable Buyer to fulfill its obligations under the TREAD Act. Seller will ensure that all of its Suppliers are aware of reporting requirements under both the National Vehicle Safety Act and Tread Act (49 CFR 573 and 49 CFR 579). Seller will monitor warranty data or other such sources of information for potential safety defects and inform Buyer when potential risks are identified. For clarity, this Section 17(b) does not limit Seller's liability under other provisions of this Agreement.

18. **Indemnification.** Subject to the terms and conditions of this Agreement, and in addition to any other indemnification obligations set forth in this Agreement, Seller (as **"Indemnifying Party"**) shall indemnify, defend and hold harmless the Buyer Parties (as **"Indemnified Parties"**) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by any Indemnified Party (collectively, **"Losses"**) in connection with, arising out of, or caused by any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity or otherwise (**"Claim"**) alleging, arising out of, caused by, or otherwise in connection with: (a) a breach or non-fulfillment of any of Indemnifying Party's representations, warranties, or covenants set forth in this Agreement; (b) any failure by any Seller Party (as defined below) to obtain and maintain any consents, permissions, or approvals necessary to perform its obligations in connection with this Agreement, or by any Seller Party, or any Goods or Services, to comply with any applicable Laws; (c) any negligent or more culpable act or omission of Indemnifying Party or any Seller Party (including any recklessness or willful misconduct) in connection with Indemnifying Party's performance under this Agreement; (d) any allegation that any of the Goods or Services, or any of Indemnifying Party's Intellectual Property used in the Production of the Goods or performance of the Services, or that is Incorporated (as defined in Section 19(c) below) in the Goods or Services, or any Indemnified Party's use of any of the foregoing, infringes, misappropriates, or violates any Intellectual Property Right of a third party; (e) any property damage,

death or bodily injury resulting from any of the Goods or Services, including any defect in the design, materials, workmanship, or manufacture thereof, or from any act or omission of any Seller Party; or (f) any Seller Party's acts or omissions in connection with this Agreement. Seller shall not enter into any settlement without Indemnitee's prior written consent. "**Seller Parties**" means Seller, its affiliates, each of their respective Representatives, and the successors and assigns of all of the foregoing

19. **Intellectual Property.** (a) The following terms shall have the following meanings: (i) "**Background Intellectual Property Rights**" of a Party means all Intellectual Property Rights Developed by such Party prior to the Term, or during the Term but not in connection with this Agreement, including any of same which are used in the Production of the Goods, but, for clarity, excluding in all cases all Custom Intellectual Property Rights; (ii) "**Custom Intellectual Property Rights**" means any and all of the Intellectual Property Rights Developed by Seller or any Seller Personnel (A) during the Term and in connection with this Agreement, or (B) prior to the Term in connection with the Goods, or any prior version of, or predecessor, to any of the Goods, for which any Seller Party performed any Production duties for Buyer or any of its affiliates; (iii) "**Intellectual Property Rights**" means all industrial, intellectual property, and/or proprietary rights of any kind, including: (A) patents, patent applications, and other patent rights and indicia of invention ownership (including inventor's certificates, petty patents, and patent utility models); (B) trademarks, service marks, trade dress, and other similar designations of source, sponsorship, association or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world (all of the foregoing in this clause (B), "**Trademarks**"); (C) privacy and publicity rights, rights of attribution, integrity, artist's and other moral rights, and the like; (D) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (E) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections, patent disclosures and other confidential and proprietary information and all rights therein, in each case whether patentable or not; (F) semiconductor chips, mask works and the like; and (G) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising; in the case of all of the foregoing, whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the Laws of any jurisdiction in any part of the world; (iv) "**Law**" means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, order, writ, judgment, injunction, decree, stipulation, award, determination, or other requirement or rule of law of or entered by or with any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction; (v) "**Representatives**" of a Party means a Party's Personnel, and the officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns of such Party or any of its affiliates; (vi) "**Buyer's Intellectual Property**" means (A) Buyer's Background Intellectual Property Rights, (B) the Custom Intellectual Property Rights, and (C) any and all Intellectual Property Rights Developed by any Buyer Party during the Term, including any of the foregoing which are used in the Production of the Goods; (vii) "**Product Information**" means all information necessary for a third-party manufacturer to Produce (as defined below) the Goods, including engineering drawings in hardcopy and host electronic format, CAD drawings in hardcopy and host electronic format, manufacturing and engineering bills of materials, PCB manufacturing files, source code, computer code in machine-readable object code format, device drivers, all of Seller's relevant Background Intellectual Property Rights, all Custom Intellectual Property Rights, firmware, data sheets and any relevant technical documents to provide a complete manufacturing package for the Goods, components or sub-assemblies purchased by Buyer, and includes any similar information relating to New Versions of the Goods; and (viii) "**Production**" means all the steps of acquiring and preparing raw materials, production, manufacturing, assembly, design, development, delivery, technical consultation, and packaging of Goods.

(b) Each of the Parties acknowledges and agrees that: (i) each Party retains exclusive ownership of its Background Intellectual Property Rights; (ii) Buyer does not transfer to Seller any of its Background Intellectual Property Rights, and Seller may not use any of Buyer's Background Intellectual Property Rights other than to produce and supply Goods to Buyer hereunder; (iii) Seller does not transfer to Buyer any of Seller's Background Intellectual Property Rights, except that Seller grants to Buyer the rights granted in Section 19(c), which, for clarity, include the right to resell Goods or incorporate Goods purchased from Seller into finished goods and to sell such finished goods to Buyer's Customers; (iv) all Custom Intellectual Property Rights will be owned by Buyer; (v) Seller, on behalf of itself and all Seller Personnel, hereby irrevocably assigns and transfers to Buyer any and all right, title and interest, including all Intellectual Property Rights, of Seller or Seller Personnel, as applicable, in and to all Custom Intellectual Property Rights, and, on behalf of same, hereby expressly and irrevocably waives any and all rights it may have under any Law applicable to same; (vi) the Custom Intellectual Property Rights have been specially commissioned or ordered by Buyer and shall constitute "works made for hire" as that term is used in the United States Copyright Act (or the equivalent under applicable Law), and Buyer at all times and for all purposes shall be deemed the sole author thereof and sole owner of all copyrights therein; and (vii) Seller acknowledges that Seller has no right to or interest in, including any Intellectual Property Rights in, any Custom Intellectual Property Right resulting from its performance hereunder and agrees to promptly disclose to Buyer in writing any and all Custom Intellectual Property Developed in connection with this Agreement and to execute such further instruments as Buyer may from time to time deem necessary or desirable to evidence, establish, maintain and protect Buyer's ownership of such Custom Intellectual Property Rights, and all rights, title and interest therein; (viii) without limiting the foregoing, unless, and except to the extent, otherwise expressly licensed to Seller in the Contract, Seller shall, both during and after expiration or earlier termination of the Term, only use the Custom Intellectual Property Rights to produce and supply Goods to Buyer

pursuant to this Agreement; (ix) Buyer will retain and own all right, including all Intellectual Property Rights, title, and interest in and to the Bailed Property; and (x) at any time during the Term and for a period of no less than one year following expiration or earlier termination of this Agreement, Seller will promptly deliver to Buyer any and all Product Information requested by Buyer; upon delivery, such Product Information will be deemed part of the Goods for all purposes, including Section 19(c).

(c) Seller grants to Buyer a nonexclusive, worldwide, assignable, perpetual, irrevocable, fully paid-up, royalty-free license, with the right to grant sublicenses through multiple tiers, to use, have made, make, sell, offer for sale, perform, execute, import, compile, decompile, disassemble, reverse engineer, copy, modify, create derivative works of, disclose, display, distribute, and/or otherwise exploit, in whole or in part, for any current or future business purpose, Seller's Background Intellectual Property Rights which are (i) incorporated, included, embodied, embedded, linked, bundled, or delivered with or in, or otherwise made a part of (any of the foregoing, "**Incorporate**") any Goods (including, for clarity, any New Version thereof), or (ii) otherwise reasonably necessary or advisable to be used in connection with any Goods (including, for clarity, any New Version thereof), including, in each case, to produce, use, sell and to obtain, from alternate sources, products and services similar to the Goods (including related systems and components) following the expiration or earlier termination of this Agreement and/or in connection with Buyer's rights hereunder to purchase Goods from an alternative source at any time during the Term hereof.

(d) Each of the Parties shall not: (i) anywhere in the world, register or apply for registrations of the other Party's Trademarks or any other Trademark that is similar to such other Party's Trademarks or that incorporates such Trademarks in whole or in confusingly similar part; (ii) use any mark, anywhere, that is confusingly similar to the other Party's Trademarks; (iii) misappropriate any of the other Party's Trademarks for use as a domain name without such other Party's prior written consent; or (iv) alter, obscure or remove any of the other Party's Trademarks or trademark or copyright notices or any other proprietary rights notices placed on the products purchased under this Agreement (including Goods), marketing materials or other materials. Each Party shall only use the other Party's Trademarks as permitted by this Agreement, in good faith, in a dignified manner, and in accordance with good trademark practice, and will maintain and preserve the quality of such Trademarks, and the goods and services in connection with which such Trademarks are used, consistent with the current high standards and reputation for quality associated with such other Party and such goods and services. Each Party will, upon the other Party's reasonable request, provide samples demonstrating such use.

(e) Except as expressly provided in this Section 19, (i) Seller expressly and exclusively reserves all rights, including all Intellectual Property Rights, in and to Seller's Background Intellectual Property Rights, and Seller grants no licenses, whether express or implied, thereto, and (ii) Buyer expressly and exclusively reserves all rights, including all Intellectual Property Rights, in and to Buyer's Intellectual Property, and Buyer grants no licenses, whether express or implied, thereto.

20. **Confidentiality.** Each Party ("**Receiving Party**") may, in connection with this Agreement, be provided with or otherwise have access to non-public, confidential, and/or proprietary information of the other Party or its affiliates ("**Disclosing Party**"), including proprietary business, technical and financial and other non-public, confidential or proprietary information (including customer, market, business partner or investor information, computer programs, source code, object code, technical drawings, algorithms, know-how, formulas, tools, methodologies, processes, ideas, inventions (whether patentable or not), schematics, product development plans, forecasts, technical, marketing and business strategies and initiatives, analyses, reports, business models and plans, staffing and marketing information, and services) of the Disclosing Party, its affiliates, or each of their respective Representatives or business partners, in whatever form provided (whether written, electronic or oral) and whether or not labeled or designated as "confidential" or "proprietary" when access is provided or thereafter ("**Confidential Information**"). The Receiving Party shall use the Disclosing Party's Confidential Information for the sole purpose of and solely to the extent necessary for performing or exercising rights granted to it under this Agreement and will use at least the same degree of care in protecting the confidentiality of such Confidential Information as it uses in protecting its own information of a similar type, but in no event less than a reasonable standard of care. Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose the Disclosing Party's Confidential Information to any person other than the Receiving Party's Representatives to the extent same need to know such Confidential Information to perform or exercise rights granted hereunder, and provided that (i) such Representatives (A) are informed by the Receiving Party of the confidential nature of such Confidential Information, and (B) are bound by confidentiality restrictions at least as protective as the terms of this Section 20, and (ii) the Receiving Party shall be liable hereunder for any actions or omissions of such Representatives which, if taken by the Receiving Party, would constitute a breach by the Receiving Party of this Section 20. However, nothing in this Section 20 will be construed to limit in any way the rights, licenses, and assignments granted to Buyer in Section 19. After the expiration or earlier termination of this Agreement, upon written request, the Receiving Party shall return or destroy within 10 business days all originals and copies of the Confidential Information of the Disclosing Party and shall, upon the Disclosing Party's request, promptly provide written certification of same. The restrictions set forth in this Section 20 will not apply to the extent that any Confidential Information (i) has been rightfully received by the Receiving Party from a third party or public source without confidentiality limitations; (ii) was known to the Receiving Party prior to its first receipt by the Receiving Party from the Disclosing Party; (iii) is or becomes known publicly through no fault of the Receiving Party; (iv) is independently developed by or on behalf of the Receiving Party without use of or reference to Disclosing Party's Confidential Information; or (v) is required to be disclosed in the context of any administrative or judicial proceeding, provided that the Receiving Party provides the Disclosing Party prompt prior written notice of such required disclosure, reasonably cooperates with the Disclosing Party to oppose or limit any such required disclosure, and only discloses as much of the Confidential Information as it is advised by legal counsel is required to be disclosed to comply with same. Each Party acknowledges that its breach of this Section 20 will cause irreparable harm and significant commercial damages to such other Party, the extent of which will be impossible to measure

in money damages. If either Party should institute any action or bring any proceeding for breach of this Section 20, it may seek injunctive relief and each Party hereby waives the claim or defense that the suing Party has an adequate remedy at law.

21. Inspection and Audit Rights. Seller hereby grants to Buyer and its authorized Representatives, access to Seller's premises (including Seller's manufacturing operations used in production of the Goods) and all pertinent documents and other information, whether stored in tangible or intangible form, including any books, records and accounts, in any way related to Seller's performance under this Agreement (including Sellers' processes and procedures), Goods, Bailed Property or any payment or other transaction occurring in connection with this Agreement, for the purpose of auditing Seller's compliance with the terms of this Agreement, including Seller's charges for Goods, or inspecting or conducting an inventory of finished Goods, work-in-process or raw-material inventory or Bailed Property; provided that any physical inventory inspection may take place no more frequently than twice per calendar year. Seller agrees to cooperate fully with Buyer in connection with any such audit or inspection. Seller shall maintain, during the Term and for a period of three years after the Term, complete and accurate books and records and any other financial information relating to the foregoing. Seller shall segregate its records and otherwise cooperate with Buyer so as to facilitate any audit by Buyer. Seller shall reimburse Buyer for all amounts associated with errors discovered during an audit. In addition, Seller shall reimburse Buyer for the amount of Buyer's costs and expenses incurred in conducting the audit if the results of such audit indicate that such discrepancy is greater than 10% of the total amount actually payable by Buyer for the period examined. If requested by Buyer, Seller shall use its best efforts to permit Buyer and its Representatives to obtain from subcontractors or other Suppliers to Seller the information and permission to conduct reviews specified with respect to Seller in this Section 21.

22. Insurance. Seller will, at its sole expense, and will ensure that all subcontractors, during the Term and for two years after expiration or earlier termination thereof, carry and maintain in force at all times with an insurance company having a minimum AM Best Insurance rating of "A-XV" the following insurance coverage: (a) Workers' Compensation in accordance with all applicable Law, and shall include Employer's Liability coverage with a minimum limit of \$500,000 each accident; (b) Commercial General Liability - \$1,000,000 each occurrence and \$2,000,000 in annual aggregate to include coverage for bodily injury, property damage and personal injury liability. Coverage shall include Premises/Operations, Product Liability, Products/Completed Operations; (c) Business Automobile Liability covering all owned, hired and non-owned vehicles in an amount not less than \$1,000,000 Combined Single Limit for bodily injury and property damages; (d) Commercial Excess Umbrella in an amount not less than \$5,000,000 each occurrence and annual aggregate, which shall sit in excess of the coverages required in Sections 22(a), (b), and (c); and (e) Professional Liability and/or Errors and Omissions coverage in an amount not less than \$2,000,000 each occurrence. Such coverages shall not be cancelable or non-renewable without at least 30 days' prior notice to Buyer, and shall be added by endorsement to the underlying insurance required as set forth above. All policies, except workers compensation and employer's liability, will name as an additional insured, and will contain waivers of subrogation in favor of, Buyer, its affiliates, and each of their Representatives. Within ten business days of execution of this Agreement, Seller shall deliver to Buyer certificates of insurance evidencing the required coverages, additional insured statuses, and waivers of subrogation. Neither anything in this provision nor Seller's compliance or failure to comply with same will be construed in any way to limit any rights of recovery of Buyer or limit or relieve Seller from any of its obligations under this Agreement.

23. Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under the Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). Force Majeure Events may include, but are not limited to, natural disasters, embargoes, explosions, riots, wars, or acts of terrorism. Seller's economic hardship, changes in market conditions, and imposition of tariffs are not considered Force Majeure Events. Seller shall give Buyer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event and the anticipated duration of such Force Majeure Event. Seller shall use all diligent efforts to end the Force Majeure Event as quickly as possible, ensure that the effects of any Force Majeure Event are minimized, and resume full performance under this Agreement. If a Force Majeure Event prevents Seller from carrying out its obligations under the Agreement, Buyer may terminate this Agreement immediately by giving written notice to Seller.

24. Limitation of Liability. NEITHER BUYER NOR ANY OTHER BUYER PARTY SHALL BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY CLAIM IN CONNECTION WITH THIS AGREEMENT (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR MORE THAN AN AMOUNT EQUAL TO THE FEES ALLOCABLE TO THE GOODS AND SERVICES (OR UNIT(S) OR PORTION(S) THEREOF) GIVING RISE TO THE CLAIM; AND (B) IN NO EVENT SHALL BUYER OR ANY OTHER BUYER PARTY BE LIABLE FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, LOSS OR EXPENSES OF ANY KIND, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF IT HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. NO CLAIM ARISING OUT OF ANY BREACH OF THIS AGREEMENT BY BUYER, OR OUT OF ANY OTHER ACT OR OMISSION OF BUYER OR ANY OTHER BUYER PARTY IN CONNECTION WITH THIS AGREEMENT, MAY BE BROUGHT MORE THAN ONE YEAR AFTER THE CLAIM ACCRUED.

25. Miscellaneous. (a) Upon a Party's reasonable request, the other Party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement. (b) The relationship between Seller and Buyer is solely that of vendor and vendee and they are independent contracting parties. Nothing in this Agreement

creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the Parties. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party. (c) Seller will not, and will not, directly, or indirectly, make or consent or cause to be made any public announcement, or produce, distribute or publish, or consent or cause to be produced, distributed or published, any press release, advertising, marketing, or promotional materials, customer lists, pitches, presentations, or other public statement referring to the subject matter or content of this Agreement, or the business relationship between the parties, in each case without the express, prior written approval of Buyer. (d) All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a “**Notice**”) must be in writing and addressed to the other Party at its address set forth in the Contract (or to such other address that the receiving Party may designate from time to time in accordance with this Section 25(d)). All Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Notwithstanding the foregoing, notice by facsimile or email (with confirmation of transmission) will satisfy the requirements of this Section 25(d) for purposes of any provision of this Agreement where such notice is expressly permitted. Except as otherwise provided in this Agreement, a Notice is effective only (i) on receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section 25(d). (e) For purposes of this Agreement, each of the words “include,” “includes” and “including” is deemed to be followed by the words “without limitation.” “Dollars” or “\$” means U.S. dollars. The term “or” is not exclusive. The words “herein,” “hereunder,” and similar words shall refer to this Agreement as a whole and not to any specific provision of this Agreement. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. (f) No amendment to this Agreement is effective unless it is in writing and signed by an authorized Representative of each Party. (g) The waiver by either Party of a breach or violation of any provision of this Agreement will not constitute a waiver of any subsequent or other breach or violation. Except as otherwise expressly provided, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise. (h) Neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, except that, with or without such consent, Buyer may assign any of its rights or delegate any of its obligations to any current or future affiliate or any acquirer of all or substantially all of the stock or assets of Buyer (or its applicable brand or division). Any purported assignment or delegation in violation of this Section 25(h) is null and void. No assignment or delegation relieves the assigning or delegating Party of any of its obligations under this Agreement. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns. (i) Except as expressly set forth in the second sentence of this 25(i), this Agreement benefits solely the parties to this Agreement and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. The Parties hereby designate each Buyer Party as a third-party beneficiary of Section 17 and Section 18. (j) (d) This Agreement will be governed by and construed in accordance with the internal Laws of the State of Delaware (USA) applicable to contracts made between residents of that state, entered into and to be wholly performed within that state (without regard to the conflict of laws rules of such state or any other jurisdiction). The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Each Party expressly consents to and agrees to subject itself to the exclusive jurisdiction of the courts in Wilmington, Delaware, USA (federal, local or state), for all matters arising out of this Agreement (including for avoidance of doubt the PO and all Releases). Each of the Parties hereby irrevocably waives, to the fullest extent permitted by Law, any objection which it may now or hereafter have to venue of any such proceeding brought in any such court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. (k) Any licenses and rights of any Intellectual Property Rights (except, for purposes of this Section 25(k) only, Trademarks) which are granted pursuant to this Agreement by one Party (in such capacity, “**Licensor**”) to the other Party (in such capacity, “**Licensee**”) are, and will be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, or any equivalent under applicable Law (the “**Code**”), licenses of “intellectual property,” as defined in the Code. Notwithstanding any provision contained herein to the contrary, if Licensor is under any proceeding under the Code and the trustee in bankruptcy of Licensor, or Licensor as debtor-in-possession, rightfully elects to reject this Agreement, then Licensee, pursuant to the relevant portions of Section 365(n) (or any equivalent thereof under applicable Law) of the Code, may retain any and all of Licensee’s rights and licenses hereunder to the maximum extent permitted by applicable Law. The Parties further acknowledge and agree that Licensee’s continued enjoyment of all such rights and licenses is fundamental to the basic intent of the Parties pursuant to this Agreement, and that without this material provision, the Parties would not have entered into this Agreement. (l) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement and may be delivered by facsimile, emailed pdf, or other electronic transmission.