



**Standard Terms & Conditions**  
(All Suppliers)

These Standard Terms & Conditions (“Terms”) apply to the purchase of goods and/or services (the “Items”) by Clarience Technologies, LLC or its direct or indirect subsidiaries (collectively “Clarience”)<sup>1</sup> if a Buyer (defined below) chooses to contract with Seller to purchase Items. Section 1.1 describes how the Parties may enter into a contract for Items. Items may be more fully described in the Buyer-approved specification referenced in Buyer’s Purchase Order or other Commercial Agreement (the “Specifications”). Changes to these Terms are not part of the Contract unless Buyer specifically agrees to them in writing. These Terms will be applicable to Seller and Seller Group at all times during the term of a Contract whether or not there are any Purchase Orders or Commercial Agreements in effect between the Parties.

**1. Acceptance – Complete Agreement.**

1.1. Buyer and Seller have a binding agreement with respect to Items when Seller accepts Buyer’s Purchase Order or when Buyer and Seller enter into a Commercial Agreement, each of which is deemed to include these Terms. Seller is deemed to have agreed to these Terms when it accepts the Purchase Order or enters into a Commercial Agreement, as applicable. Seller will be deemed to have accepted a Purchase Order as issued upon the first to occur of the following: (a) if Seller fails to object to it in writing within five (5) business days after the Purchase Order date; (b) if Seller begins performance under the Purchase Order; or (c) if Seller acknowledges in writing its acceptance of the Purchase Order. If Buyer and Seller have entered into a Commercial Agreement, Seller cannot reject Purchase Orders except as may be provided in the Commercial Agreement. Acceptance of Buyer’s Purchase Order is limited to the specific terms of the Purchase Order and these Terms, and any additions, modifications or different terms proposed by Seller, including any standard terms or forms that Seller may use or submit to Buyer, are expressly rejected and are not part of the Contract unless specifically agreed to in writing signed by an authorized representative of Buyer. Any reference on the face of the Purchase Order, Commercial Agreement, or Additional Documents to Seller’s quotation or other prior communication does not imply acceptance of any term, condition or instruction in the quotation, but is solely to incorporate the description or specifications of the Items to be supplied to Buyer, and only to the extent that such description or specifications are not in conflict with the Specifications. The foregoing notwithstanding, Buyer may revise these Terms from time to time and will make available to Seller those revised Terms which will apply to all purchases of Items from and after the revision date.

1.2. In the event of any conflict between any of the documents that comprise the Contract, the following priority will be applied: (a) the Purchase Order (excluding references to the Terms), (b) the Specifications (excluding references to the Terms), (c) the Commercial Agreement, (d) the Additional Documents, and (e) the Terms.

1.3. The applicable rights, obligations and liabilities of each Buyer under a Contract to which it is a party are solely those of such Buyer and neither Clarience or any of its Affiliates or any other Buyer will be responsible for any obligations or liabilities of such Buyer. Under no circumstances, will Clarience or any Buyer not party to a particular Contract be jointly and severally liable for the obligations of others.

1.4. These Terms are not subject to change by reason of written or verbal statements by Seller or by any terms stated in Seller’s acknowledgement, invoice or acceptance form or otherwise, and any purported terms and conditions of Seller that are different from or in addition to those contained in the Terms, the Purchase Order, and/or Commercial Agreement are expressly rejected by Buyer. No modification or change of any kind shall be valid, enforceable or binding on Buyer, unless such modification or change has been expressly agreed to in writing by Buyer.

1.5. Unless otherwise specifically agreed to in writing by an authorized representative of Buyer, the Contract is not exclusive, and Buyer may purchase similar products and services from third parties. Any estimates of annual volume or other estimates, forecasts or projections of future anticipated volume or quantity requirements provided by Buyer in the Contract, Seller Award Letter, or release are provided for informational purposes only, shall not be binding upon Buyer, and may change from time to time, with or without notice to Seller, during the term of the Contract. Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, whether express or implied, regarding any forecasts provided to Seller, including with respect to their accuracy or completeness.

1.6. Certain Defined Terms. “Affiliate” of an entity means any other entity that directly or indirectly, through one or more intermediaries is Controlled by, or is under common Control with, such entity. “Buyer” means the Clarience entity identified in the Purchase Order or other applicable Commercial Agreement of the Parties. “Commercial Agreement” if entered into by the Parties, is a written document signed by Buyer and Seller describing the Items and setting forth the commercial terms for the purchase and sale of such Items and may be used in lieu of or with a Purchase Order to evidence Buyer’s purchase of Items. A Commercial Agreement is not binding unless it is signed by both Parties. If there is not a signed agreement between the Parties, then the Purchase Order constitutes the Commercial Agreement for the purposes of these Terms. “Confidential Information” means all information that Seller Group, directly or indirectly, acquires from Clarience or its Affiliates, including, without limitation, Personal Data and information concerning the business plans and operations of Clarience and its Affiliates, provided that Confidential Information will not include (a) information that Seller Group can show was known by it prior to first receipt from Clarience or its Affiliates; (b) information that is publicly available; or (c) information that Seller Group can show was lawfully obtained from a third party. The “Contract” if entered into by the Parties, is comprised of (a) these Terms, (b) the applicable Purchase Order and/or the applicable Commercial Agreement, if any, (c) the Specifications, if applicable and (d) any other documents specifically agreed to by the Parties in writing which reference the Contract (“Additional Documents”). “Control” (and with correlative meanings, the terms “Controlled by” and “under common Control with”) means, with respect to any person or entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another entity or person, whether through the ownership of voting securities, by contract or otherwise. “Data Protection Laws” means applicable country, federal, provincial, state, local, and foreign laws, regulations, and other requirements, including, but not limited to, Section 5 of the U.S. Federal Trade Commission Act, the California Consumer Privacy Act/California Privacy Rights Act (“CCPA/CPRA”), the Virginia Consumer Data Protection Act (“VCDPA”), the Colorado Privacy Act (“CPA”), the Utah Consumer Privacy Act (“UTCPA”), and the Connecticut Data Protection Act (“CDPA”); the EU General Data Protection Regulation, the Brazil Law Concerning the Protection of Personal Information (“LGPD”), the Canada Personal Information Protection and Electronic Documents Act (“PIPEDA”), the Mexico Federal Law on the Protection of Personal Data held by Private Parties (“LPDP”); and other similar laws, regulations, and other requirements. “Direct Materials” are Items that are purchased by a Buyer for use directly in, or as a part of, goods for sale to a customer of such Buyer, including, without limitation, raw materials. “Forced Labor Laws” means applicable country, federal, provincial, state, local, and foreign laws, regulations, and other requirements, including, but not limited to, the Uyghur Forced Labor Prevention Act, the Australia Modern Slavery Act, the Canada Modern Slavery Act, the EU Forced Labor Ban, the Germany Supply Chain Due Diligence Act, the UK Modern Slavery Act and other similar human rights laws, regulations and requirements. “Highly Sensitive Personal Information” means information provided to Seller by or at the direction of Buyer that includes an (a) individual’s government-issued identification number (including social security number, driver’s license number or state-issued number); (b) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual’s financial account; or (c) biometric or health data. “Intellectual Property” means any invention, idea, development, discovery, improvement, patent (or patent application), design right, technology, trade secret, know-how, trademark, service mark, logo, trade dress, work of authorship, copyright or other intellectual property or proprietary right. “Parties” or “Party”

<sup>1</sup> These companies include, but are not limited to, the companies listed in Appendix A to the Terms. Clarience may periodically update Appendix A.

means, as applicable, Buyer or Seller or collectively, Buyer and Seller. "Personal Data" means information provided to Seller by or at the direction of Buyer, or to which access was provided to Seller by or at the direction of Buyer, in the course of Seller's performance under the Contract that: (a) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (b) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers); in case of both subclauses (a) and (b), including, without limitation, all Highly-Sensitive Personal Information. "Purchase Order" is a document that may be issued by Buyer to Seller to evidence Buyer's purchase of Items from Seller and any Buyer revisions to such document. "Seller" means the entity from which Buyer purchases the Items. "Seller Award Letter" means the award letter or letter of nomination issued by Buyer for the Items. "Seller Group" means Seller, its subcontractors, and each of their respective employees, subcontractors, agents, representatives, and invitees. "Trademark" means 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.

**2. Pricing.** The price specified in a Contract is firm and not subject to change unless specifically agreed to in writing signed by an authorized representative of Buyer. If Buyer signed an Additional Document, that states that the price is not firm, Seller shall give Buyer at least one hundred and eighty (180) days' advance notice of any proposed price change. No additional charges will be allowed or enforceable against Buyer for packing, boxing, cartage, or any other similar costs unless specifically stated in the applicable Purchase Order or Commercial Agreement. Seller may not refuse to sell Items to Buyer to force any modifications to the price.

**3. Taxes.** Buyer will be responsible for the payment of any and all federal, provincial, state and local taxes, assessments, tariffs, duties and fees charged or assessed by any governmental authority in accordance with applicable law ("Taxes") that are charged or assessed upon the sale of the Items and that are to be paid by Buyer pursuant to applicable laws. To the extent that any such Taxes for which Buyer is responsible are required to be collected by Seller pursuant to applicable laws, Seller will set forth such Taxes as separate items on each applicable Seller invoice and will not include such Taxes in Seller's unit pricing or fixed rates; provided, however, that Seller will not invoice Buyer for (a) any sales, use, consumption, value-added, ad valorem or similar Taxes for which Buyer furnishes an exemption certificate or direct-pay permit; or (b) any Taxes of any kind that are recoverable by Seller.

**4. Product Specifications and Changes.** All Items purchased by Buyer must conform to the Specifications and quantities so ordered and shall be produced, at a minimum, in compliance with good industry practices that assure the quality and performance of the Items produced. Unless waived in writing by the applicable Buyer, Direct Materials shall be produced, at a minimum, in compliance with the applicable certified quality system standard or equivalent to ISO9001, or IATF 16949, or ISO17025, or A2LA and Buyer's applicable supplier quality manual. No substitutions are to be made by Seller unless expressly agreed to in writing by Buyer. Seller shall not make changes to the Items, Specifications or to any material or process that may affect the Items, without prior written approval from Buyer. If Seller makes such changes without Buyer's prior written approval, Buyer may revoke acceptance of Items, reject Items, cancel orders for Items not yet received and take any other action permissible under law or contract, all without liability to Buyer. Buyer reserves the right to make modifications to the Specifications of Items not previously authorized for manufacture or delivery to Buyer and Buyer shall notify the Seller of such modifications of Specifications in writing. The Parties will continue to collaborate to troubleshoot and improve the Items, and to consider the development of new versions, updates, upgrades, revisions, changes, expansions, extensions, enhancements, improvements, modifications, or derivative works (collectively, "New Versions") of the Items. Once developed by or on behalf of Seller or any of its personnel, each New Version shall, at Buyer's election, be deemed to be part of the "Items."

**5. Quantity/Requirements.** If a Contract is a requirements contract under which Buyer will purchase and Seller will sell a percentage of Buyer's requirements of Items specified in the Purchase Order, Seller acknowledges that Buyer's requirements are dependent upon the requirements of its customers and may not be within the control of Buyer. If quantities are not specified elsewhere in the Contract, or elsewhere in the Contract quantities are specified as "blanket orders", "as released", "as scheduled" or in a similar fashion, then, in consideration for ten U.S. dollars (\$10.00), the payment of which shall be made by Buyer upon the termination or non-renewal of the Contract, Seller grants to Buyer an irrevocable option during the term of the Contract to purchase the Items in such quantities and on such delivery dates and times as indicated by Buyer to Seller from time to time.

**6. Product Identification and Packaging.** All shipments and packages must comply with Buyer's packaging guidelines, as those may be amended, supplemented, or replaced from time to time, if any; or if there are no packaging guidelines, in a manner sufficient to ensure that the Items are delivered in undamaged condition. A copy of such guidelines, if used by a Buyer, will be made available by the applicable Buyer. Any package that is delivered and does not comply with the applicable packaging guidelines, if any, may be considered defective (see Defective Material Section 9, below) or past due.

**7. Right to Inspection.** Buyer reserves the right to conduct an inspection on-sight at Seller's location upon reasonable prior notice. In addition, all Items will be subject to Buyer's inspection and approval after delivery to Buyer's destination. Nothing herein shall relieve Seller from its obligation of testing, inspection, quality control or compliance with the Specifications. Seller is responsible for submitting any requested test data to Buyer prior to shipment. Payment shall not constitute acceptance of the Items nor impair Buyer's right to inspect or any of its remedies.

**8. Delivery and Title Transfer.** Time is of the essence. Buyer shall have no responsibility for any Items manufactured for or delivered to Buyer by Seller except to the extent to which Buyer has committed to purchase such Items via a Purchase Order or Commercial Agreement, as applicable. Buyer reserves the right to cancel, terminate or return, in whole or in part, any order for Items for which Seller has not been authorized to commence manufacture or commence delivery for the account of Buyer without charge or penalty to Buyer. In addition to the foregoing, Buyer may, at its sole discretion, postpone or delay the date of scheduled shipments, change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, none of which shall entitle Seller to modify the price for Items. Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries. To assure the timely delivery of Items, Seller will, upon written request from Buyer, manufacture Items in excess of Buyer's current orders to serve as a reserve for shipment, at such inventory reserve level as may be set by Buyer from time to time, to meet Buyer's requirements and to meet any unforeseen delays due to any reason whatsoever. As to authorized deliveries, Seller agrees to ship Items via Buyer's preferred carrier list. Buyer requires 100% "on-time" delivery of Items from Seller. In the event any delivery of Items is delivered after the advised delivery date, Buyer may elect to charge Seller for reasonable costs incurred by Buyer due to the delay in receipt. Unless otherwise specified in the applicable Purchase Order or Commercial Agreement, title to Items transfers to Buyer when they arrive at the applicable Buyer location. Unless otherwise specified in the applicable Purchase Order or Commercial Agreement, the Parties agree that the INCOTERMS (2020) are FCA Seller's dock.

**9. Defective Material.** All Items are subject to Buyer's inspection. (a) If the applicable Buyer has adopted a Supplier Non-Conformance Policy or similarly named policy (as amended, supplemented, or replaced from time to time, such "Supplier Non-Conformance Policy"), a copy will be made available by the applicable Buyer and Seller represents that it has reviewed the Supplier Non-Conformance Policy and hereby accepts and agrees to abide by it. (b) Whether or not Buyer has adopted a Supplier Non-Conformance Policy, if Items are defective or do not comply with the applicable Specification or Contract, Buyer shall have, among other rights and remedies, (i) the right to reject shipments containing defective Items or Items failing to conform to the Specifications or the Contract; (ii) the right to return such rejected Items or shipments to Seller at its expense or, in Buyer's discretion, the right to make repairs to defective Items and to charge Seller with Buyer's actual costs of making such repairs; (iii) the right to impose fees and otherwise recover costs (including applicable shipping, labor, and materials costs) related to defective or non-compliant shipments; (iv) the right to require Seller to implement, at Seller's expense, containment, inspection, sorting and other quality assurance measures and otherwise recover costs related to any such quality assurance measures taken by Buyer; and (v) the rights specified in the Supplier Non-Conformance Policy.

**10. Recall.** Notwithstanding the expiration of the warranty period set forth in Section 11, Buyer, its customer, and/or the manufacturer of the vehicles (or other finished product) on which the Items are installed may voluntarily or pursuant to a government mandate make an offer to owners of such vehicle or finished product to remediate a defect that relates to motor vehicle safety or the failure of the vehicle to comply with any applicable law, safety standard or guideline (a "Recall"). Seller will be liable for losses associated with such Recall to extent that the Items caused or contributed to the Recall.

**11. Warranty.**

11.1. Seller warrants, as to Items sold by Seller to Buyer, that such Items are expressly and impliedly warranted as to merchantability and for fitness for the particular purposes contemplated by the Contract. Seller further warrants that all such Items are: (a) free from defects in material and/or workmanship and/or design (to the extent the design is provided by Seller, its subcontractors, or agents, even if the design is approved by Buyer) and if design responsibility is that of Seller, sufficient for the purposes intended by Buyer and its customers; (b) in compliance with all relevant governmental and industry standards for such Items; and (c) free of all liens, claims, defects in title, and encumbrances, including claims of Intellectual Property infringement. If Seller is providing services, Seller warrants that all services will be performed and completed (and all deliverables will be prepared) in a good and workmanlike or professional manner, as applicable, in accordance with all applicable laws and applicable industry or professional standards. All warranties contained in the Commercial Agreement or Purchase Order, as applicable, run and all remedies shall be available to, Buyer, its Affiliates, and their customers and all such warranties will survive any delivery, inspection, acceptance, or payment by Buyer. Seller waives the objection of delayed notification of defects. Except as provided in Section 11 and unless otherwise stated in the Contract, these warranties will be effective for the longer of: (i) the period provided by applicable law where the Items are used; or (ii) the warranty period Buyer provides to its customer.

11.2. If Items have the ability to connect to the internet or other network, the following additional terms apply to the Items. Seller warrants that the Items are equipped with security features that meet or exceed industry standards and are designed to protect the Items against unauthorized access to or modification of the Items hardware or software, as well as any information collected, contained or transmitted by the Items ("Data"), including: (a) pre-programmed unique passwords or requiring end users to change the default username and set a new password before the Item is activated; (b) secure storage of any credentials using industry standard trusted storage mechanisms; (c) ensuring Items are securely updateable by Buyer or its customers, in a manner that does not impact the Items functionality, such as through remote means; (d) ensuring that the Items have the ability to enable Buyer to comply with Data Protection Laws, including limiting the manner in which the Items allow Personal Information to be accessed, collected, used, stored, processed, or disposed of; (e) ensuring that the Items employ administrative, physical, and technical safeguards to protect individual Personal Information that are no less rigorous than accepted industry standards; (f) all necessary security updates and patches to the Items on an ongoing basis; and (g) otherwise ensuring Items comply with all applicable laws, rules, regulations and industry best practices related to the Items or any Data.

11.3. Seller further warrants that, following delivery to Buyer, Seller will not have the ability to access any Personal Information or Highly-Sensitive Personal Information from any Items. If such access should become possible, Seller shall be deemed to be a sub-processor of Buyer, and Seller and Buyer will enter into a Data Protection Addendum as applicable. In the event of any unauthorized access to or loss of Personal Information or Highly-Sensitive Personal Information from any Item or if there are indications that upon reasonable assessment should justify Seller's suspicion of such incident, Seller will (a) immediately implement corrective actions, and (b) inform Buyer within 24 hours of discovery.

11.4. Seller represents and warrants that it is a company in good standing under the laws of the jurisdiction where it is organized and has all necessary power and authority to lawfully conduct its business and to enter into and perform the obligations under a Contract with Buyer. Seller represents and warrants that it has the financial wherewithal to timely perform all of its obligations under a Contract and, upon request from Buyer, will promptly provide written proof of such wherewithal in such form and substance that is acceptable to Buyer.

**12. Payment.** Buyer will pay correct and complete invoices on the next regularly scheduled payment date following the payment terms stated in the Purchase Order. Unless otherwise specified in the applicable Purchase Order or Commercial Agreement, payment for Items shall be due sixty (60) calendar days after the date invoices are received by Buyer or the date the Items are received or completed (if in the form of services) at the applicable Buyer location, whichever occurs later. All invoices and payments for Items will be paid in the currency specified in the Purchase Order; if no such currency is noted, payment will be made in U.S. Dollars. All payments to Seller will be made by electronic transfer unless otherwise agreed by the Parties in writing ("Electronic Payment Waiver"). Unless there is an Electronic Payment Waiver, (a) Seller shall, at Buyer's election, bear all incremental costs incurred by Buyer if Seller is unable to accept electronic transfer, and (b) Seller will comply with the requirements of the electronic payment system that Buyer may direct Seller to use to receive payment. Seller will be responsible for any breach of such electronic payment system caused by Seller's access to the electronic payment system. Buyer, without prejudice to any other right or remedy it may have, reserves the right to set off or recoup, at any time, any amount owing to it by Seller against any amount payable by Buyer to Seller. To the extent any advance or prepayment by Buyer to Seller is used by Seller to acquire inventory, raw materials, equipment or other components or materials (collectively, "Collateral"), or any such Collateral is purchased by Buyer and delivered to Seller, to be used by Seller in fulfilling its obligations under the order, Seller hereby grants to Buyer a security interest in such Collateral.

**13. Intellectual Property.**

13.1. This Section will apply where the Parties have not entered into a separate written agreement with respect to the Parties' intellectual property rights that expressly prevail over these Terms.

13.2. The Parties understand and agree that each Party has developed or owns certain Intellectual Property prior entering into a Contract (collectively, "Background Rights"). Background Rights are and shall remain the sole property of each respective Party. If Seller's Background Rights are incorporated into the Items or required to use, make, have made, repair, have repaired or reconstruct the Items, Seller shall grant and hereby grants Buyer and its Affiliates a perpetual, global, fully paid, non-exclusive license to Seller's Background Rights.

13.3. Buyer does not transfer to Seller any of Buyer's Intellectual Property in information, documents, or property that Buyer makes available to Seller. Seller may, however, use Buyer's Intellectual Property for the limited purpose of producing and supplying Items to Buyer. If the Contract requires that Seller develop works of original authorship, ideas, inventions, know-how, processes, compilations of information, or other Intellectual Property (collectively, "Proprietary Materials") and such development is paid for by Buyer, then all Intellectual Property in such Proprietary Materials is owned by Buyer (the "Developed Intellectual Property"). To the extent that the preceding sentence does not convey all right, title and interest in and to the Developed Intellectual Property to Buyer, Seller shall assign and does hereby assign to Buyer, Seller's entire right, title and interest in and to all Developed Intellectual Property. If applicable Law prohibits the assignment of Developed Intellectual Property to Buyer, Seller shall grant and hereby grants Buyer and its Affiliates a perpetual, global, fully paid, non-exclusive license to the Developed Intellectual Property. Seller shall promptly notify Buyer of any Developed Intellectual Property, providing such detail and information as is reasonably necessary. Seller shall take all action and execute all documents necessary to perfect Buyer's ownership of all Developed Intellectual Property, as Buyer may request from time to time. Buyer shall retain all rights to current and future modifications made by either Party to the Developed Intellectual Property. Upon termination of the Contract or upon request by Buyer at any time, Seller shall deliver to Buyer all tangible Developed Intellectual Property and any copies then in Seller's possession or under Seller's control.

13.4. Seller represents, warrants, and agrees that the Items Seller furnishes to Buyer will be free from infringement, misuse and misappropriation of any Intellectual Property of a third party, and will not incorporate, infringe upon, misuse or misappropriate any Intellectual Property of a third party.

13.5. Seller grants to Buyer a permanent, paid-up license to use, repair, modify and sell any operating software incorporated in the Items in conjunction with the use or sale of the Items. In addition, all works of authorship, including software, computer programs and databases (including object code, micro code, source code and data structures), and all enhancements, modifications and updates and all other written work product or materials that are created in the course of performing the Commercial Agreement, separately or as part of any Items and components, are "works made for hire" and the sole property of Buyer. To the extent that such works of authorship do not qualify under applicable law as works made for hire, Seller assigns to Buyer all right, title and interest in any intellectual property rights in such works of authorship. If such assignment is not possible under any applicable law, Seller grants an exclusive, world-wide, royalty-free license to Buyer with respect to such works of authorship.

13.6. Each of the Parties shall not: (a) anywhere in the world, use, 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; (b) misappropriate any of the other Party's Trademarks for use as a domain name without such other Party's prior written consent; or (c) 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 Items purchased under any Contract. Each Party shall only use the other Party's Trademarks as permitted by the Contract, in good faith, in accordance with good trademark practice, and will maintain and preserve the quality of such Trademarks. Each Party will, upon the other Party's reasonable request, provide samples demonstrating such use.

**14. Confidentiality.** Seller will keep the Confidential Information confidential and will not disclose all or any part of it to any third-party. Seller agrees, at all times, it will take appropriate and commercially reasonable measures to comply with all administrative, physical, technical (including electronic) and procedural safeguards and industry standards concerning privacy, data protection, confidentiality and information security. Without limiting any part of the foregoing, Seller will maintain an appropriate risk-based cybersecurity program which must include security safeguards reasonably necessary to prevent unauthorized persons from accessing, using, disclosing, or otherwise committing any act that could breach or compromise the privacy, availability, integrity, or content of Seller's own data systems related to the design, production, testing or information for the Items. Seller will promptly, but in any event in sufficient time for Buyer to meet any legal or compliance obligations, notify Clarience and the applicable Buyer in writing of any breach of this Section or of any actual or suspected loss, theft or other unauthorized use, disclosure, acquisition, transmission of or access to or other unauthorized processing of Confidential Information that may compromise the privacy or confidentiality of the Confidential Information (a "Security Incident"). If a Security Incident occurs, the written notice will summarize the nature of the incident, the suspected lost, compromised, or stolen data, if known, and the corrective action taken or to be taken by Seller. Seller will take prompt corrective actions and will fully cooperate with Clarience and the applicable Buyer in all efforts to mitigate or rectify such Security Incident. In addition, any Seller that collects, accesses, stores or otherwise handles Personal Data will adhere to Clarience's Data Security and Incident Response Policies which are available upon request. If Buyer and Seller are parties to a separate confidentiality agreement, this Section 14 is intended to be read in harmony with that agreement.

#### **15. Indemnification.**

15.1. Seller shall defend, indemnify and hold Buyer, its affiliates and each of their directors, officers, employees, agents and customers harmless from any and all liability, loss (including, but not limited to, lost profit), damage, cost and expense (including, without limitation, attorney fees) and claims arising from, related to or in connection with any claim of defect or non-conformity in the design, materials, manufacture or sale of the Items purchased by Buyer under a Purchase Order or a Commercial Agreement, or in any way related to Seller's performance under a Contract or in connection with a breach of any representation and warranty in the Contract, including, without limitation as set forth in any provision of Section 18 of these Terms.

15.2. Seller shall defend, indemnify, and hold Buyer and its affiliates, agents and customers harmless from any and all liability, loss (including, but not limited to, lost profits), damage, cost and expense (including, without limitation, attorney fees) and claims arising from, or related to, or in connection with such infringement or misappropriation or related claims (whether alleged or proven). Seller will, upon Buyer's request, appear and defend at Seller's own expense any such suit or action. Buyer will have the right to be represented by its own counsel of its choosing in any such suit or action at Seller's sole cost and expense. At Buyer's sole discretion, if the Items are alleged to infringe or their use is enjoined, Seller will at its expense: (a) modify the Items to be non-infringing; (b) obtain for Buyer a right or license to continue using the Items; or (c) procure and deliver to Buyer alternate Items that meet the requirements of the Specifications so that Buyer has the right to use and to sell products with alternate Items.

15.3. If Seller performs any work on Buyer's premises or uses Buyer's property either on or off Buyer's premises, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the performance of such work. If an injury occurs, Seller will provide Buyer with all information requested by Buyer. Seller shall indemnify and protect Buyer its affiliates and each of their directors, officers, employees and agents against all liabilities, claims, or demands for injuries or damage to any person or property arising out of the performance of work on or use of Buyer's property by Seller's Group, including without limitation attorney fees and costs.

15.4. At Buyer's request, Seller shall defend such claims or suits at Seller's expense by reputable counsel satisfactory to Buyer. Buyer will have the right to control the defense of any claim made against Buyer. This indemnity will survive acceptance of the Items or completion of the services, the expiration of the warranty covering the Items, and any expiration or termination of the Contract.

**16. Insurance.** Seller will maintain workers' compensation insurance as required by law and such liability and other insurance coverage as may be reasonably requested by Buyer, and in any event, sufficient coverage to cover all of Seller's actual and potential obligations and liabilities. 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.

**17. Buyer's Property.** All designs, tools, jigs, fixtures, dies, and material furnished by Buyer (whether owned by Buyer or by a customer or supplier of Buyer) or that are paid for by Buyer or for which Buyer has agreed to reimburse Seller, together with any replacements or additions ("Buyer Property"), shall remain the property of Buyer and shall be used exclusively for the manufacture of Items for Buyer. Seller will, at its own expense, keep in good condition and replace and refurbish, when necessary, all Buyer Property in its possession or under its direction or control necessary to produce Items for Buyer. Seller assumes all liability for any loss or damage to Buyer's Property that is in Seller's possession, or under Seller's direction or control and will promptly notify Buyer of any such loss or damage. All Buyer Property such shall be returned to Buyer on demand. All Buyer Property must be clearly identified as Buyer's property. Seller shall keep in full force and effect a policy of property damage insurance with respect to Buyer's property in Seller's possession. Such policy shall name Buyer and Seller as insured to the full extent of the policy and shall contain a clause that the insurer will not cancel or change the insurance without first giving Buyer ten (10) days prior written notice. A copy of such policy or a certificate of insurance shall be delivered to Buyer. Seller is responsible for assuring that property owned by Buyer shall be maintained and kept in good working condition.

#### **18. Laws and Seller Conduct.**

18.1. Seller will comply and will ensure that the entire supply chain for the Items comply with all applicable federal, state and local laws, orders, rules and regulations, and warrants that all Items supplied are in and will be produced in compliance with the same. Upon Clarience's or Buyer's request, Seller will provide written certifications of compliance with any pertinent federal, state or local law. Seller is expected to understand and act consistently with Clarience's approach to integrity, responsible sourcing, environmental stewardship, employee health and safety, and supply chain management as expressed in Clarience's Code of Ethics and Business Conduct.

18.2. It is Clarience's and Buyer's policy not to conduct business with a Seller who uses child labor in the manufacture of Items. For purposes of these Terms, a "child" is defined as a person under the age of 14. Should Clarience or Buyer discover that

a Seller uses child labor, Buyer may at its sole discretion cancel any Contract in whole or in part. In such an event, none of Clarience, Buyer or any of its or their Affiliates will be held responsible for any costs, expenses or liabilities of any kind incurred by the Seller for the canceled orders.

18.3. As set forth in its Human Rights Policy, it is Clarience's and Buyer's policy not to conduct business with a Seller who uses involuntary or illegal labor such as forced labor or human trafficking or otherwise violates any Forced Labor Laws. All forms of forced labor and human trafficking are prohibited, including but not limited to any form of prison, slave, bonded or forced indentured labor. Seller must gainfully employ all persons used by the Seller in the manufacture of its orders. Seller shall comply and shall ensure that the entire supply chain for the Items comply with: (a) U.S. laws and regulations governing the admissibility of imported goods including, but not limited to, Section 307 of the Tariff Act of 1930, as amended, and other laws related to importation of goods made with forced or child labor, including the Uyghur Forced Labor Prevention Act (UFLPA), the Countering America's Adversaries Through Sanctions Act (CAATSA), or other prohibitions and restrictions; and (b) any Forced Labor Laws. The Seller warrants that: (i) no forced labor (including, but not limited to, child labor, convict labor and/or forced or indentured labor under penal sanctions) was or will be employed at any stage of mining, production or manufacturing of the Items supplied by the Seller or any raw materials, parts or components thereof; and (ii) no inputs (including any raw materials, parts, and components) used in the manufacture of the Items supplied by the Seller was purchased or otherwise obtained, directly or indirectly, from any entities located in the Xinjiang Uyghur Autonomous Region (Xinjiang) of the People's Republic of China (PRC), or from entities identified by the U.S. government on the UFLPA Entity List. Should Clarience or Buyer discover that a Seller uses involuntary or illegal labor, Buyer may at its sole discretion cancel any or all unshipped orders in whole or in part and reject any in-transit shipments. In such an event, none of Clarience, Buyer or any of its or their Affiliates will be held responsible for any costs, expenses or liabilities of any kind incurred by the Seller for the canceled or returned orders.

18.4. Seller shall conduct business in full compliance with the U.S. Foreign Corrupt Practices Act (FCPA), the U.K. Bribery Act and any anti-bribery and anti-corruption laws and regulations of the countries in which it does business. Should Clarience or Buyer discover that a Seller is not in compliance with any anti-bribery and anti-corruption laws and regulations, Buyer may at its sole discretion cancel any or all unshipped orders in whole or in part. In such an event, neither Clarience nor Buyer will be held responsible for any costs, expenses or liabilities of any kind incurred by the Seller for the canceled orders.

18.5. Seller and its Affiliates shall conduct all activities pursuant to any Contract in compliance with all applicable laws, regulations, and legal requirements regarding export controls, sanctions, customs, and imports maintained by the U.S., EU, UK, and any other applicable governmental authority, including, but not limited to, the Export Administration Regulations maintained by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS"), the International Traffic in Arms Regulations ("ITAR") administered by the State Department's Directorate of Defense Trade Controls ("DDTC"), trade and economic sanctions maintained by the U.S. Department of the Treasury Office of Foreign Assets Control ("OFAC"), and customs regulations maintained by the U.S. Department of Homeland Security (Customs and Border Protection) (collectively, "Trade Control Laws"). Neither Seller nor any of its Affiliates or to Seller's knowledge, any director, officer, employee, agent, affiliate or representative of Seller is an individual, entity or government that is, or is owned or controlled by a person, entity or government that is, (a) identified on, or owned or controlled by or acting on behalf of any individuals or entities identified on the Specially Designated Nationals ("SDN") List maintained by OFAC or otherwise targeted by asset-freezing sanctions of the U.S., the European Union, His Majesty's Treasury, United Nations Security Council, or other relevant governmental authority (collectively, "Sanctioned Parties"), nor (b) located, organized or resident in a country or territory that is subject to U.S. territorial sanctions (including, without limitation, Belarus, Crimea Region of Ukraine, Cuba, Donetsk People's Republic, Luhansk People's Republic, Iran, North Korea, Russia or Syria (collectively, "Sanctioned Countries")). Neither Seller, its Affiliates or any of its or their subsidiaries will, directly or indirectly, sell or otherwise transfer Items under any Contract (i) to any Sanctioned Parties, (ii) to any individual, entity or government in any Sanctioned Countries, or (iii) in any other manner that will result in a violation of Trade Control Laws by any individual, entity or government.

18.6. 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 Items supplied to Buyer, and, in any event, Seller will notify Buyer within two (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 18.6 does not limit Seller's liability under other provisions of any Contract.

18.7. If the Items procured by Buyer from Seller are in support of a U.S. Government end customer or an end customer funded in whole or part by the U.S. Government (or any state or municipal government that have any required additional terms), Seller agrees to comply with all applicable requirements, including, without limitation, those set forth in Appendix B to these Terms. Some Items may be controlled by the 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, defense services, or defense articles, as defined under the ITAR (collectively, "ITAR Materials"), is authorized to have access to such ITAR Materials and Seller will provide to Buyer the export classification under the US Munitions List ("USML"), if applicable, for any such Items procured by Buyer from Seller in advance of such procurement. In instances where Foreign Persons, as defined in 22 CFR Section 120.16, have access to ITAR Materials under any Contract, 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 Items controlled for export per other U.S. regulations, such as on the Commerce Control List ("CCL") under the EAR, may not be transferred without Buyer's prior written consent, which consent may be withheld at Buyer's sole discretion, and Seller will provide to Buyer the export classification under the CCL of any such Items procured by Buyer from Seller in advance of such procurement.

18.8. Seller shall use commercially reasonable efforts to ensure that all Items and the processes used to make them minimize life-cycle environmental impact, including minimizing waste generation, the use of energy and nonrenewable resources, and the emission of greenhouse gases. In addition, Seller shall comply with, and assist Buyer in complying with, all applicable Extended Producer Responsibility (EPR) laws, regulations and requirements.

18.9. Seller shall ensure that all of the obligations under this Section 18 flow down to its suppliers and subcontractors. Seller shall ensure compliance by its suppliers and subcontractors with such obligations as required by Buyer and its customers.

18.10. During the term of a Contract and for five (5) years after, Buyer Group shall have the right, upon reasonable notice and during normal business hours, to audit and review Seller's records in relation to Seller's compliance with Section 18, Section 19 and Section 20.

**19. Conflict of Interest.** No officer, director, employee, or agent of Seller shall give, or promise to give any commission, fee, rebate, gift or entertainment to influence Buyer's decision to enter into a Contract with Seller or enter into any business arrangement with any officer, director, employee or agent of Buyer unless such business arrangement is clearly for the direct benefit of Buyer.

**20. Conflict Minerals and Raw Material Tracing.** Seller shall use due diligence to comply with all legal requirements for Conflict Minerals (defined below). Conflict Minerals include, but are not limited to, cassiterite, columbite, gold, tantalite, and wolframite, or their derivatives (including tantalum, tin and tungsten) sourced from areas identified as conflict regions, including the Democratic Republic of the Congo ("DRC") and Central Africa (and such other minerals that are added to the list from time to time). Seller

represents and warrants that no Conflict Minerals that originated in the DRC or an adjoining country are present in any Items sold by Seller to Buyer. For the purposes of making such representation and warranty, Seller will use due diligence protocols, standards, and procedures that meet or exceed the reasonable country of origin inquiry described in the United States Securities and Exchange Commission ("SEC") rules and the relevant best practices developed by industry. Seller shall indemnify, defend, and hold harmless Buyer (including its affiliates, subsidiaries, members, directors, officers, employees, customers, contractors, agents and other representatives) from and against any and all potential demands, claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel) of every kind which arise out of any actual or alleged Conflict Minerals content or Seller's noncompliance with this paragraph. Seller shall further assist Buyer with any requests for information, certifications, or other similar documents as Buyer may reasonably request to ensure Items' and Seller's compliance with this paragraph whether those requests come directly from Buyer or a third party working with Buyer to gather such information such as Assent Compliance, and Seller shall notify Buyer promptly upon discovering or having reason to believe that any Item fails to comply with the representations and warranties in this paragraph. For purposes of this provision, "Conflict Minerals" has the meaning set forth in Section 1502 of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, and the SEC rules adopted in connection therewith, as such law and rules may be amended, supplemented or replaced from time to time. Customer may ask or require Buyer to disclose the country of origin of the raw materials or components of Buyer's product or assembly including, without limitation, the location of the mines from which the minerals were extracted that were used to form such raw materials. At Buyer's request, Seller shall provide all relevant information and reporting as may be requested (including, without limitation, information related to Seller's suppliers) to enable Buyer to completely and accurately make its disclosures, and will take any other actions reasonably required by Buyer to comply with this Section.

**21. Service Parts.** During the term of the Contract, Seller will fulfill Buyer's and its customer's service and replacement parts requirements for the Items at the then current production price(s) under the Contract. If the Items are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that will not, in the aggregate, exceed the price of the system or module less assembly costs. Seller will also fulfill Buyer's and its customers' service and replacement parts requirements during the fifteen (15) year period following the end of the production program for the vehicle into which the Items are incorporated (the "Post-Production Period") unless the Contract expires or is terminated by Buyer, for reasons other than Seller's breach, prior to the commencement of the Post-Production Period. During the initial five (5) years of the Post-Production Period, the price(s) for such Items will be the production price(s) that were in effect at the commencement of the Post-Production Period. For the remainder of the Post-Production Period, the price(s) for such service Items will be as reasonably agreed to by the Parties. In the event of any disagreement regarding pricing during the remainder of the Post-Production Period, Buyer and Seller will resolve the disagreement in good faith. Seller will continue to fulfill Buyer's and its customer's service and replacement parts requirements at the price in effect at the expiration of the most recent Buyer purchase order for the Items while Buyer and Seller resolve any disagreement regarding future pricing. At Buyer's request, Seller will also make service literature and other materials available at no additional charge to support Buyer's service activities.

**22. Excusable Delay.** Any delay or failure by a Party to fulfill its obligations under a Contract will not be deemed a breach to the extent that Excusable Delay causes the failure or delay. "Excusable Delay" means acts of God, unavailability of electric power or other utilities, fire, flood, earthquake, tornado, explosions, riot, war, acts of terrorism, embargoes, government actions issued in an emergency, including those that prevent a Party from exercising control over its facility, and any similar circumstance beyond the reasonable control of a Party and without such Party's fault or negligence. Raw material shortages, labor shortages, or system failures are not Excusable Delays, unless directly caused by an event that constitutes Excusable Delay. The Party impacted by an Excusable Delay must make all reasonable efforts and incur all reasonable costs to mitigate the effect of the Excusable Delay. In no event, however, will Seller's inability to perform as a result of any of the following constitute Excusable Delay: (a) Seller's insolvency or financial condition; (b) change in cost or availability of raw materials or components based on market conditions; (c) change in cost or availability of a method of transportation; (d) changes in, or implementation of new government regulations, taxes or incentives; (e) failure to obtain permits, licenses or other government approvals; (f) failure to use available substitute services, alternate sources, workaround plans or other means by which the requirements of a buyer of products or services substantively similar to the Items would be satisfied; or (g) labor disruptions, strikes, lockouts and slowdowns affecting a Seller's facility or a Seller's supplier's facility. If the non-performing party cannot provide adequate assurances that the Excusable Delay will last less than thirty (30) calendar days, or if the non-performance exceeds thirty (30) calendar days, the other Party may terminate the Contract by notice given to non-performing Party before performance resumes without liability.

**23. Assignment; Set off.** Neither a Contract nor any payment pursuant thereto or hereunder are assignable or transferable without Buyer's prior written approval, and any purported assignment without such consent is voidable in Buyer's sole discretion. Buyer will, at all times, be entitled to set-off, or recoup, at any time, any amounts to which Buyer is entitled from amounts owing to Seller under a Contract, including, without limitation, amounts for defective parts, warranty returns, etc.

**24. Termination.**

24.1. Termination by Buyer.

(a) Time is of the essence and Buyer may terminate a Contract, in whole or in part, for default occasioned by any of the following events: (i) Seller's breach of any term of a Contract; (ii) Seller's inability or failure to perform in accordance with the requirements of a Contract; (iii) Seller's failure to make progress so as to endanger timely and proper delivery of the Items or completion of services, if applicable, or (iv) Seller fails to remain competitive with respect to quality, technology, delivery, service or pricing of the Items, as determined in Buyer's sole discretion. With respect to each of items (i)-(iii), Seller will have the opportunity to correct such breach or failure within five (5) calendar days, except for breaches under Section 18 and Section 19 which have no cure period, (or such shorter period of time as Buyer may determine, if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such breach or failure. Seller will be liable for all costs, damages and expenses caused by or resulting from its default under a Contract.

(b) Buyer may terminate a Contract, in whole or in part, if Buyer no longer requires Seller's Items or Services due to reduction, modification, termination or conclusion, in whole or in part, of Buyer's contract with its customer ("Obsolescence"). In the event Buyer terminates the Contract due to Obsolescence, Buyer will provide Seller with written notice of such termination. Within ten (10) business days of receipt of the Obsolescence termination notice, Seller must provide Buyer with a written claim documenting the amount of raw and work in process inventory Seller has on hand that can be used for Items along with any finished goods inventory on hand (an "Obsolescence Claim"). The Obsolescence Claim must be consistent with Buyer's firm releases and must include sufficient supporting data to permit Buyer and its customer to verify and substantiate the Obsolescence Claim. Buyer will not be responsible for reimbursement of any Obsolescence Claim or any damages suffered by Seller related to Obsolescence, but will make reasonable efforts to obtain payment for such Obsolescence Claim from its customer and will reimburse Seller to the extent it is successful in recovering payment of such Obsolescence Claim from its customer.

24.2. Termination by Seller. Seller may terminate a Contract only for default by a Buyer if: (a) Buyer fails to pay the purchase price for Items; (b) Buyer's non-payment for such Items is thirty (30) or more calendar days past due; (c) such unpaid past due amount is material; (d) Seller first provides Buyer written notice specifying the amounts past due for such Items and Seller's intent to terminate the applicable Contract if such past due amount is not paid; and (e) Buyer, within ten (10) business days following its receipt of such written notice from Seller, does not either (i) pay such past due amounts; or (ii) notify Seller that the amounts claimed to be unpaid are disputed by Buyer. Seller's sole and exclusive remedy in such event shall be limited to the Contract price for delivered finished Items and the actual cost of work-in-process and raw materials in each case to the extent reasonable and authorized in Buyer's firm releases (which will, at Buyer's sole option, become Buyer's property upon payment in full). Seller must give at least six (6) months advance notice in writing to Buyer if Seller decides it will not supply product to Buyer; provided, however, if the Parties are subject to a Purchase Order or Commercial Agreement that specifies the supply period or length of agreement such agreement will control and govern and Seller must abide the term of such agreement and any notice periods set forth in such agreement.



24.3. **Termination by Either Party.** Either Party may terminate a Contract, without liability to the other Party, if: (a) the other Party admits in writing its inability to pay its debts as they become due, commences a bankruptcy, insolvency, receivership, or similar proceeding, or makes a general assignment for the benefit of creditors; or (b) the other Party becomes a debtor in a bankruptcy, insolvency, receivership, or similar proceeding commenced by a third party that is not dismissed within thirty (30) calendar days after commencement.

25. **Termination for Convenience.** Buyer may terminate a Contract at any time without cause in whole or in part by written notice, whereupon Seller will stop work on the date and to the extent specified in such notice and terminate all orders and subcontracts that relate to the terminated Contract only. Within thirty (30) calendar days after receipt of termination notice, Seller shall submit all claims for actual costs set forth below resulting from such termination, if any. Buyer will have the right to verify such claims by auditing the relevant records, facilities, work or materials of Seller and/or its subcontractors. Buyer will pay Seller the contract price for finished Items accepted by Buyer as well as for the documented actual cost to Seller of work in process and raw materials allocable to the terminated Contract. Such payment constitutes Buyer's only liability, and Seller's sole and exclusive remedy, for termination with title and right of possession to all delivered Items work in process and raw materials vesting in Buyer immediately upon Buyer's tender of such payment at Buyer's sole option. In no event will Buyer be required to pay for finished Items, work in process or raw materials which Seller fabricates or procures in amounts that exceed those Buyer authorizes in firm delivery releases nor will Buyer be required to pay for any Items or materials that are in Seller's standard stock or that are readily marketable. Payments made under this Section will not exceed the aggregate price for finished Items that would have been produced by Seller under firm delivery or release schedules outstanding at the date of termination.

26. **Transition Support.** In connection with the expiration or termination of the Contract in whole or in part, Seller will cooperate in the transition of supply. Seller will continue production and delivery of all Items as ordered by Buyer, at the prices and in compliance with the terms of the Contract, without premium or other condition, during the entire period Buyer reasonably needs to complete the transition to alternate seller(s). Subject to Seller's reasonable capacity constraints, Seller will provide special overtime production, storage and/or management of extra inventory of the Item, extraordinary packaging and transportation and other special services (collectively, "**Transition Support**") as requested by Buyer in writing. If transition of supply occurs for reasons other than Seller's termination or breach, Buyer will, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested and incurred, provided that Seller has advised Buyer prior to incurring such amounts of its estimate of such costs. If the Parties disagree on the cost of Transition Support, Buyer will pay the agreed portion to Seller and pay the disputed portion into third-party escrow for disbursement after the dispute has been resolved.

27. **Remedies; Waivers.** The rights and remedies reserved to Buyer in the Terms, a Purchase Order and/or a Commercial Agreement are cumulative and in addition to any other or additional rights and remedies available at law or in equity. Nothing in a Purchase Order or a Commercial Agreement will be claimed or deemed to limit or exclude those remedies otherwise available to Buyer at law or in equity, and no disclaimers or modifications or attempted disclaimers or modifications of any express or implied warranties relating to the Items by Seller will be valid or effective. Without limiting the foregoing, if any Items fail to conform to the warranties provided by Seller, Buyer will notify Seller and Seller will, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by the nonconforming Items, including costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, repairing or replacing nonconforming Items; (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or property damage caused by such nonconforming Items. No waiver of any breach of any provision of the Terms, a Purchase Order and/or a Commercial Agreement will constitute a waiver of any other breach or a waiver of such provision. Buyer's failure at any time to require strict performance by Seller of any provision of the Terms, a Purchase Order and/or a Commercial Agreement shall not waive compliance with other requirements hereof, nor shall it waive Buyer's right thereafter to demand strict compliance therewith.

28. **Survival of Obligations.** The obligations of Seller to Buyer, including, without limitation, any warranty and indemnification obligations set forth in these Terms, a Purchase Order and/or a Commercial Agreement (including all revisions and modifications of those provisions to which the Parties may agree in the future), shall remain in full force and effect notwithstanding the termination or expiration of the applicable Purchase Order or Commercial Agreement.

## 29. **Disputes and Governing Law.**

29.1. The United Nations Convention on Contracts for the International Sale of Goods do not apply to these Terms or a Contract or to any Items sold under a Contract.

29.2. With respect to a Seller that is (a) organized or incorporated in the United States (each a "**U.S. Seller**") or (b) that is not a U.S. Seller but with respect to which there is a claim that pertains solely to one or more of Buyer's facilities that are located in the United States, the Contract and these Terms will be governed by, and construed and enforced under the laws of the State of Delaware without reference to any choice of law rules or principles which would otherwise dictate application of another state or country's laws and the Parties select as the exclusive forum for any litigation related to the applicable Contract, and irrevocably consent to the exclusive jurisdiction and venue of, the applicable state or federal courts in Delaware.

29.3. For any Seller other than a U.S. Seller or a Chinese Seller (defined in Section 29.4), or a Seller that does not meet the criteria in Section 29.2(b), the Contract and these Terms will be governed by, and construed and enforced under the laws of the country where Seller is registered and the Parties select as the exclusive forum for any litigation related to these Terms or a Contract, and irrevocably consent to the exclusive jurisdiction and venue of, the courts of the location where Seller is registered or organized.

29.4. This Section 29.4 is applicable only to Sellers organized or incorporated in the People's Republic of China (each a "**Chinese Seller**"). The Contract will be governed by, and construed and enforced in accordance with, the laws of the People's Republic of China in accordance with the provisions of this Section 29.4. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Contract. Any dispute arising from or in connection with the Contract or these Terms which is not resolved within one (1) month through negotiation shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Shanghai which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitration committee will consist of three arbitrators, one appointed by the Buyer, one appointed by the Seller and the third one being the chief arbitration appointed by CIETAC. The arbitration shall be conducted in both English and Chinese. The arbitration award is final and binding upon both Parties.

30. **Language.** These Terms may be written in English and another language in a side-by-side format. In that case, in case of discrepancy, the English version prevails.

31. **Counterparts & Electronic Signatures.** Any Contract between Buyer and Seller may be executed in separate counterparts, and all such counterparts will constitute one and the same instrument. Electronic and facsimile copies of an original executed signature pages (including, without limitation, copies of electronically transmitted in ".pdf"), whether of these Terms or a Contract, will be deemed the same as the original executed signature page. Electronically executed versions of a signature page through the DocuSign, Inc. electronic signing system or any similar service implemented by Buyer will also be deemed the same as an original executed signature page. At the request of either Party at any time, the Parties will promptly confirm all electronic or facsimile copies, and all electronically executed versions of any signature page by manually executing and delivering a duplicate original signature page.

32. **Battle of the Forms Not Applicable.** The Parties have agreed, and it is their intent, that the battle of the forms Section 2-207 of the Uniform Commercial Code shall not apply to these Terms, other terms of the Contract or to any acknowledgment, invoice or acceptance form of Seller relating to these Terms or other terms of the Contract. It is the Parties' intent that these Terms and other

terms of the Contract shall exclusively control the relationship of the Parties, and in the event of any inconsistency between any acknowledgment, invoice or acceptance form sent by Seller to Buyer and these Terms or other terms of the Contract, these Terms and other terms of the Contract shall control.

**33. No Third-Party Beneficiaries.** Except as expressly provided in these Terms or the Contract, the Parties intend that neither these Terms nor any Contract shall benefit or create any right or cause of action in or on behalf of, any person or entity other than the Parties.

**34. Contract Interpretation & Entire Agreement.** The Parties desire and intend that all the provisions of these Terms and the other documents comprising the Contract be enforceable to the fullest extent permitted by law. If any provisions of these Terms or the other documents comprising the Contract or the application of any of the provisions in any of those agreements to any person or circumstances is, to any extent, construed to be illegal, invalid or unenforceable, in whole or in part, then the provision will be construed in a manner to permit its enforceability under the applicable law to the fullest extent permitted by law. In any case, the remaining portion of these Terms and the other documents comprising the Contract or the application of any remaining terms to any person or circumstance, other than those which have been held illegal, invalid, or unenforceable, will remain in full force and effect. The headings in these Terms are purely for convenience and are not to be used as an aid in interpretation. These Terms and any Contract are not to be construed against either Party as the author or drafter. The Contract constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties with respect to the subject matter hereof. The schedules and appendices to these Terms constitute part of Terms and are deemed to be incorporated by reference and made a part of these Terms.



Appendix A  
Clariance Technologies Affiliates

**Entity Name**

American Midwest Manufacturing, Inc.  
American Van Equipment, LLC  
Clariance Technologies, LLC  
COBAN Asia Technologies, Inc.  
COBAN Technologies, Inc  
Code 3, Inc.  
Crown North America, Inc.  
Davco Technology, LLC  
Durite Limited  
ECCO Acquisition LLC  
ECCO Holdings Corp.  
ECCO Safety Group (Suzhou) Co., Ltd.  
ECCO Safety Group (UK) Limited  
ECCO Safety Group Australia Pty Ltd  
Electronic Controls Company  
Elkhart Brass Manufacturing Company, LLC  
ESG France SAS  
ESG Germany GmbH  
Fire Research Corp.  
Fleetilla, LLC  
Fleetmind Seon Solutions Inc.  
IEM, Inc.  
JST Performance, LLC  
Kerr Holdings Delaware, Inc.  
Kerr Industries Limited  
Kerr Industries of Michigan, Inc.  
Kerr Industries of Texas, Inc.  
Kerr Mexico LLC  
Lab-Craft Limited  
LED Autolamps (Aust) Pty Ltd  
LED Autolamps Europe LLP  
Lumitec, LLC  
Pressure Systems International, LLC  
PTC International, LLC  
Public Safety Equipment, Inc.  
Randall Manufacturing, LLC  
Rear View Safety LLC  
Roll-Rite LLC  
ROM Acquisition Corporation  
ROM Holdings, Inc.  
Rubbolite Industries Limited  
Safe Fleet Acquisition Corp.  
Safe Fleet Holdings LLC  
Safe Fleet Management Holdings, LLC  
Safe Fleet UK Limited  
Seon Design (USA) Corp.  
Seon Holdings Corp.  
Seon Systems Sales Inc.  
SF Mobile-Vision, Inc.  
SMC/CPC Holdings, Inc.  
Specialty Manufacturing, Inc.  
Swordfish Intermediate Holdings, Inc.  
Swordfish Parent, Inc.  
TL Management Holdings, LLC  
TrackPoint Systems, LLC  
Truck Lite, S. de R.L. de C.V.  
Truck System Technologies, LLC  
Truck-Lite Co., LLC  
Truck-Lite Europe Limited

//End of **Appendix A**//

**Appendix B**

**Additional Provisions Applying to Government Contracts**

All applicable FAR (Federal Acquisition Regulations), DFAR (Defense Federal Acquisition Regulations), FTA (Federal Transit Administration), C-TPAT (Customs-Trade Partnership Against Terrorism), EU AEO (Authorized Economic Operator) requirements shall apply to the applicable Contract.

Seller acknowledges and agrees that it will comply with such terms if applicable and covenants that it has not been declared ineligible to contract with the U.S. Government or an end customer funded in whole or part by the U.S. Government, any state government, or municipality.

With respect to Items under a U.S. Federal Government Contract, Buyer agrees to be bound by the following which list may be updated by Buyer or Clarience from time to time:

**1. Federal Acquisition Regulations and Defense Federal Acquisition Regulations**

<u>52.203-13</u> , Contractor Code of Business Ethics and Conduct (Nov 2021) ( <u>41 U.S.C. 3509</u> ).
<u>52.203-17</u> , Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712)
<u>52.203-19</u> , Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
<u>52.204-21</u> , Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)
<u>52.204-23</u> , Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (DEC 202)
<u>52.204-25</u> , Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021)
<u>52.204-27</u> , Prohibition on a ByteDance Covered Application (Jun 2023)
<u>52.204-30</u> , Federal Acquisition Supply Chain Security Act Orders – Prohibition (Dec 2023)
<u>52.219-8</u> , Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3))
<u>52.222-21</u> , Prohibition of Segregated Facilities (APR 2015).
<u>52.222-26</u> , Equal Opportunity (SEP 2016) (E.O.11246).
<u>52.222-35</u> , Equal Opportunity for Veterans (JUN 2020) ( <u>38 U.S.C. 4212</u> ).
<u>52.222-36</u> , Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793)
<u>52.222-37</u> , Employment Reports on Veterans (JUN 2020)
<u>52.222-40</u> , Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496)
<u>52.222-50</u> , Combating Trafficking in Persons (Nov 2021) (22 U.S.C. Chapter 78 and E.O. 13627)
<u>52.224-3</u> , Privacy Training (Jan 2017) ( <u>5 U.S.C. 552a</u> ) ( <u>5 U.S.C. 552a</u> ).
<u>52.232-40</u> , Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
<u>252.204-7020</u> , NIST SP 800-171 DoD Assessment Requirements (Nov 2023)

**2. Counterfeit Items**

- (a) The following definitions apply to this clause:  
"Counterfeit Item" means Items that are or contain unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Items represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.  
"Suspect Counterfeit Item" means Items for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Item is authentic.
- (b) Seller shall not deliver Counterfeit Items or Suspect Counterfeit Items to Buyer under the applicable Contract.
- (c) Seller shall only purchase Items to be sold to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Seller may use another source only if (i) the foregoing sources are unavailable, (ii) Seller's inspection and other counterfeit risk mitigation processes will be employed to Buyer.
- (d) Seller shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in the applicable Contract.
- (e) Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware that it has delivered Counterfeit Items or Suspect Counterfeit Items. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. Seller, at its expense, shall provide reasonable cooperation to Buyer in conducting any investigation regarding the delivery of Counterfeit Items or Suspect Counterfeit Items under the applicable Contract.
- (f) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in the applicable Contract addressing the authenticity of Items.
- (g) In the event that Items delivered under the applicable Contract constitutes or includes Counterfeit Items, Seller shall, at its expense, promptly replace such Counterfeit Items with genuine Items conforming to the requirements of the applicable Contract. Notwithstanding any other provision in the applicable Contract, Seller shall be liable for all costs and expenses relating to the removal and replacement of Counterfeit Items, including without limitation Buyer's costs of removing Counterfeit Items, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Items has been exchanged. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of the applicable Contract.
- (h) Seller shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Items to Buyer.

//End of Appendix B//