



PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms and Conditions (these “Terms”) are hereby agreed to and accepted by the supplier named in the Purchase Order (“Supplier”) and the customer named in the Purchase Order (“Customer”), and shall govern the Purchase Order. Notwithstanding the foregoing, if there is a conflict between these Terms and the terms and conditions set forth in a master agreement between Supplier (or one of Supplier’s Affiliates) and Customer (or one of Customer’s Affiliates) that permits purchases thereunder (such agreement, the “Master Agreement”), then the Master Agreement’s terms and conditions shall govern and control unless otherwise set forth in the Master Agreement. Customer and Supplier are each referred to as a “Party” and, collectively, as the “Parties.”

1. DEFINITIONS. All defined terms in these Terms shall have the meanings set forth in Section 1 (*Definitions*) or elsewhere in these Terms.

1.1. “Affiliate(s)” means any entity directly or indirectly controlling, controlled by, or under common control with Customer or Supplier (as applicable) at the Effective Date or in the future, and “control,” “controlling,” “controlled by” or “common control” means, with respect to any entity, the power to direct, or cause the direction of, the management and policies of the entity, whether through ownership of voting securities, by contract or otherwise.

1.2. “Anti-Corruption Laws” means the U.S. Foreign Corrupt Practices Act, as amended, and any other applicable anti-corruption law in jurisdictions in which Supplier conducts business.

1.3. “Anti-Money Laundering Laws” means the U.S. Bank Secrecy Act, as amended, and any other applicable anti-money laundering law or regulation in jurisdictions in which Supplier conducts business.

1.4. “Background Intellectual Property” means Intellectual Property developed or acquired by either Party prior to the Effective Date or outside the scope of the Purchase Order.

1.5. “Business Day” means a day, other than a Saturday or a Sunday or a local public holiday.

1.6. “Claim(s)” means any and all allegations, actions, claims, complaints, demands, and legal actions.

1.7. “Confidential Information” means any and all information, knowledge, or data (including, but not limited to, information regarding business strategies and practices, financial information, Intellectual Property or other sensitive or proprietary information) in written, electronic, tangible, oral, visual or other form that is disclosed by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) in connection with performance of the Purchase Order, together with any information, knowledge, data or materials derived therefrom, regardless of whether such information is marked “confidential” or some other proprietary designation, but which by its nature is information that the Disclosing Party would reasonably consider confidential. Confidential Information also includes nonpublic personal information received from, processed on behalf of, or disclosed by Customer.

1.8. “Force Majeure Event” includes earthquakes, floods, fires, windstorms, acts of God, pandemics, riots, acts of terrorism, war, or general strikes or labor unrest not specifically directed at a Party; provided that any delay associated with such an event could not have been prevented by reasonable precautions and could not reasonably be circumvented by the nonperforming Party through the use of alternative sources, workaround plans or other means. Failure of a third-party in performing under the Purchase Order or strikes or labor unrest directed at Supplier’s subcontractors are not considered a Force Majeure Event.

1.9. “Goods” means all goods, articles, materials, parts, and accessories purchased by Customer under the Purchase Order.

1.10. “Infringing Item” means any Goods, Work Product, and/or Supplier Intellectual Property, or any components thereof, that is the subject of a Third-Party Infringement Claim.

1.11. “Intellectual Property” means all (i) vested and future intellectual property rights of any description (including any similar or equivalent rights or forms which subsist now or in the future in any part of the world), whether or not registered or capable of registration, and all renewals and extensions of such



rights, including, patents, patent applications, copyrights or copyrightable works, rights in designs, rights in computer software and database rights; and (ii) algorithms, application programming interfaces (“APIs”), apparatus, concepts, Confidential Information, data, databases and data collections, deliverables, designs, diagrams, documentation, drawings, flow charts, formulae, internet domain names, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos and slogans), methods, models, procedures, processes, schematics, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, uniform resource identifiers, user interfaces, works of authorship, and other forms of technology, together with all intellectual property rights as set out in in any of the foregoing.

1.12. “International Trade Restrictions” means applicable customs, export control, import, and sanctions laws, regulations, and orders, including the (i) U.S. International Traffic in Arms Regulations, (ii) U.S. Export Administration Regulations, (iii) U.S. Foreign Assets Control Regulations, and (iv) applicable non-U.S. customs, export control and sanctions laws, regulations, and orders.

1.13. “Loss(es)” means losses, liabilities, damages, awards, judgments, settlements, fines, penalties, interest, costs, or expenses of any nature as incurred, including attorneys’ fees and other professional advisers’ fees and court costs.

1.14. “Regulator” means a representative of any state, local, or federal government entity or regulatory body with direct or indirect oversight of Customer or its Affiliates from time to time.

1.15. “Services” means any services provided or to be provided by Supplier to Customer under the Purchase Order, including consulting and other professional services.

1.16. “Supplier Personnel” means Supplier’s employees, and Supplier’s consultants, agents, subcontractors, and their respective employees.

1.17. “Work Product” means any of the following in any form or media: software programs (in source code and object code format), logic diagrams, flow charts, databases, procedural diagrams, maps, documentation and other materials created, developed, reduced to practice, or otherwise produced under the Purchase Order (whether as individual items and/or a combination of components and whether or not the applicable Services are completed).

2. EFFECTIVE DATE AND TERM. The Purchase Order shall commence on the date stated on the Purchase Order (“Effective Date”) and shall continue until the Purchase Order expires or at such time when the Services have been fully performed, the Goods have been accepted, or when these Terms and/or the Purchase Order are terminated (such expiration, performance, acceptance or termination a “Termination”).

3. INVOICING.

3.1. Customer shall pay Supplier the total charges set forth in the Purchase Order; provided that, in accordance with the requirements of these Terms and the Purchase Order, the Services are satisfactorily performed and completed, and Customer has accepted the Goods.

3.2. Supplier shall provide substantiating documentation and other records that will allow Customer to determine the accuracy of an invoice, including for Services performed on a time and materials basis, the name and hourly rate of Supplier Personnel, time sheets and other documentation indicating hours worked and work performed.

3.3. The charges for Goods shall include the unit price(s), Taxes, and shipping and delivery charges (if any). Customer will not be responsible for any amount above the total charges for Goods stated in the Purchase Order.

3.4. In the event of a disagreement or question about an item appearing on an invoice, Customer may withhold payment of the disputed amount while the Parties attempt to resolve the matter.



3.5. Customer uses SAP Ariba and SAP Fieldglass to process and pay invoices for Goods and Services. Supplier is responsible for the expense associated with its access to and use of these cloud-based payment systems.

3.6. Supplier's invoice and packing slip shall be transmitted to Customer in compliance with previously agreed upon invoicing processes, and the applicable Purchase Order number must appear on all invoices. Supplier shall issue separate invoices for individual shipments.

3.7. If Supplier does not transmit the applicable invoice on the shipment date or include such invoice and the packing slip with the bill of lading or express receipt, then all payment dates and discount periods will be calculated from the date that Customer receives such documentation.

3.8. Notwithstanding anything herein to the contrary, if Supplier does not invoice for any amount within six (6) months after such amount should have been invoiced, then Customer has no obligation to pay any such amount and Supplier waives its right to payment.

3.8.1. The payment for Goods or Services delivered to Customer, or the use or receipt of a portion of such goods or services for purposes of inspection or testing, does not constitute acceptance.

4. PAYMENT.

4.1. Customer shall pay properly rendered, undisputed invoices within ninety (90) calendar days of receipt, unless other payment terms are expressly noted on the Purchase Order or the Master Agreement.

4.2. If Supplier has overcharged Customer or discovers that Customer has overpaid for any of the Goods or Services, then Supplier shall, no later than thirty (30) calendar days after such discovery, refund any overpayment plus interest at the prevailing overdraft rate from the date of payment of the overcharge through the date the overcharge is refunded by Supplier.

5. TAXES.

5.1. Unless otherwise stated in the Purchase Order, all payments or prices are exclusive of any (i) United States transactional taxes, including sales, excise, or use taxes, and (ii) goods and services taxes or value-added taxes payable outside the United States, in all cases levied in connection with the transactions covered by the Purchase Order (hereinafter collectively referred to as "Tax" or "Taxes"). Supplier shall provide invoices in compliance with applicable tax law and shall separately state on invoices the amount of any Taxes due and identify the applicable taxing authority. Supplier is responsible for timely remitting any Taxes to the applicable taxing authority. The Parties shall cooperate with respect to the submission, verification and execution of any applicable Tax exemption certificate or similar form.

5.2. If Customer is subject to any tax that it is required to withhold in connection with the Goods or Services ("Withholding Tax"), then Customer will withhold and pay such Withholding Tax to the applicable taxing authority on behalf of Supplier and pay Supplier the net amount after deducting such Withholding Tax. Customer will provide Supplier with properly executed documentation, certificates or receipts evidencing the payment of any Withholding Tax. To the extent that an applicable tax treaty or convention reduces the rate of or exempts payment of the Withholding Tax (hereinafter "Withholding Tax Benefits"), then Supplier shall promptly (i) inform Customer regarding the availability of and the requirements for documenting Supplier's eligibility for the Withholding Tax Benefits, and (ii) provide Customer with the requisite documents and forms to establish eligibility for the Withholding Tax Benefits. Customer shall reasonably cooperate with Supplier to minimize Withholding Taxes; however, until the requisite documents have been completed and provided to (or, if applicable, acted upon by) the applicable tax authority, Customer will make payments without regard to the applicability of any Withholding Tax Benefits.

5.3. Supplier is responsible for all taxes based upon its real and personal property, gross receipts, business and occupation, and those taxes based on Supplier's payroll, gross and/or net income.



5.4. Supplier shall, upon receipt from any tax authority, promptly notify Customer of any tax liability or potential tax liability for which Customer may be obligated to pay. The Parties shall cooperate in the resolution of disputes pertaining to any tax liability, and Supplier shall afford Customer all reasonable opportunity to participate in any audit, proceeding or discussions with the relevant tax authority affecting its interests. Supplier shall not enter into a settlement of or otherwise compromise any such audit or other proceeding without the written consent of Customer, which consent shall not be unreasonably withheld or delayed. If Customer is permitted to directly contest any Taxes, then it may do so and, to the extent permitted by law, withhold payment of any disputed Taxes during the pendency of such contest.

6. SHIPPING, INSPECTION, AND ACCEPTANCE.

6.1. The time of delivery of the Goods and Services shall be of the essence. All shipments of Goods, including those directly from a manufacturer, shall be "F.O.B. destination, freight prepaid" and delivered during normal business hours on the date(s) and to the premises set forth in the Purchase Order. The Goods shall be properly packaged and secured in such a manner as to reach their destination in good condition. Customer has no obligation to pay for or return cases, drums, or other articles in which the Goods are packaged. Customer's count as to the quantity of Goods delivered is final and conclusive for shipments without a packing slip describing the Goods and the quantities delivered.

6.2. Upon delivery, Customer shall either reject or accept the Goods and Services, and such acceptance may not be unreasonably withheld or delayed. Customer shall have the right to reject Goods within thirty (30) calendar days of discovering a material latent defect.

6.3. Without prejudice to any other right or remedy Customer may have, if any Goods are defective, or do not conform to or comply with the Purchase Order or the applicable specifications, drawings or designs, Customer may (i) return such defective or nonconforming Goods to Supplier for a refund, credit, or replacement, (ii) require Supplier to repair such nonconforming Goods, or (iii) accept such Goods conditioned upon Supplier providing a refund or credit in an amount Customer reasonably determines to represent the diminished value of such Goods. If Supplier fails to cooperate with Customer in a timely manner to resolve the delivery of defective or nonconforming Goods, then Customer may also replace such Goods from any other source and Supplier shall reimburse Customer for any incremental costs incurred by Customer in connection with such replacement.

6.4. Customer will hold any rejected Goods at Supplier's expense, including storage charges, while awaiting Supplier's return shipping instructions. Supplier will be responsible for the return shipping charges incurred by Customer. If the Goods are delivered to Customer in excess of the quantities set forth in the Purchase Order, then Customer is not required to pay for the excess and such Goods shall remain at Supplier's risk and returned at Supplier's expense.

6.5. Without prejudice to any other right or remedy Customer may have If Customer identifies deficiencies in the performance of Services, then Supplier shall remediate the deficiencies promptly at no additional charge.

7. CONFIDENTIALITY.

7.1. Each party may have access to Confidential Information of the other Party and each Party agrees to maintain all such Confidential Information in strict confidence and safeguard such information with no less rigor than it protects its own similar information and with not less than a reasonable degree of care to prevent the disclosure of the information to any unauthorized third party. Each Party shall not disclose such Confidential Information or permit use or access by any third party to any such Confidential Information, except to the extent expressly permitted by these Terms.

7.2. Supplier may disclose Customer's Confidential Information to Supplier Personnel performing the Services on a need-to-know basis, provided that Supplier shall ensure that such Supplier Personnel comply with the confidentiality obligations imposed by these Terms and Supplier shall be responsible for the acts, omissions, and/or defaults of any Supplier Personnel related to Customer's Confidential Information as if they were its own acts or omissions. If any Confidential Information is used for any purpose other than providing the Goods or Services in accordance with these Terms and the Purchase



Order or is disclosed to a third party without Customer's prior written consent, then Supplier shall promptly take all steps reasonably required to mitigate or cure such disclosure and to prevent any further dissemination of the Confidential Information.

7.3. Customer may disclose Supplier's Confidential Information to: (i) its Affiliates and third parties, including third-party service providers, to the extent necessary for Customer to obtain the benefits of the Goods and Services and to coordinate Supplier's Services with those of other service providers, where in each such case, the receiving entity is bound by confidentiality obligations similar to the obligations described in this Section 7 (*Confidentiality*), (ii) Regulators, recognized stock exchanges, courts of competent jurisdiction, or other governmental authorities, and (iii) to any of its auditors, consultants, or professional advisers, including, legal, financial, and accounting advisers.

7.4. If either Party is requested or required, including requests or demands from the entities that regulate and/or supervise Customer, or ordered by a court or through interrogatories, subpoena or similar legal, regulatory, or administrative process, to disclose the other Party's Confidential Information, then such Party shall provide the other Party with prompt written notice of the request, to the extent not prohibited by law or court order, so that such Party may inquire regarding the nature of the request, agree to the release of the Confidential Information, and/or seek an appropriate protective order or similar relief.

7.5. Supplier and Supplier Personnel shall, at Customer's sole option, promptly return, delete, or destroy, or in the absence of an instruction from Customer, return Customer's Confidential Information in the event of a Termination or when requested by Customer, whichever occurs first. Supplier shall promptly attest in writing that it has securely destroyed all hard copies and has permanently deleted or destroyed electronic copies rendering such Confidential Information no longer usable, readable, decipherable, or retrievable.

7.6. With the exception of any nonpublic personal information received from, processed on behalf of, or disclosed by Customer, the foregoing obligations do not apply to information, knowledge, data or materials that (i) are or become publicly known or otherwise known to the Receiving Party, on a non-confidential basis, before such disclosure, (ii) are or become publicly known through no act or omission by the Receiving Party, including its directors, officers, employees, agents, affiliates, and subcontractors, (iii) are or become available to the Receiving Party from a source other than the Disclosing Party or its directors, officers, employees, agents, affiliates, and subcontractors, provided that the source is not known to the Receiving Party to be subject to a contractual, legal, fiduciary or other obligation of confidentiality with respect to that information, or (iv) are independently developed by the Receiving Party without use of or reliance upon the Disclosing Party's Confidential Information.

7.7. The Parties' obligations relating to Confidential Information will survive any Termination for a period of seven (7) years, except if such information is otherwise protected by applicable law from disclosure for a longer period (including indefinitely), in which case the longer period of nondisclosure governs. The obligations relating to trade secrets will survive until such time as the Confidential Information is no longer a trade secret in any jurisdiction (except to the extent that trade secret status is lost due to the acts or omissions of a Party, in which case the obligations will survive indefinitely).

8. **DATA PRIVACY AND SECURITY.** Supplier must comply with all applicable data privacy and security laws and regulations, including laws and regulations regarding the cross-border transfer of personal information. Suppliers must maintain appropriate procedures, safeguards, and controls to secure and protect the confidentiality integrity and availability of Confidential Information, including personal information, received from, processed on behalf of, or disclosed by Customer or third parties on Customer's behalf. Supplier must promptly notify Customer of any suspected or actual compromise or risk of compromise to the confidentiality, integrity or availability of such confidential information. In addition, Supplier must promptly notify Customer of any complaints or requests received from individuals relating to personal information received from, processed on behalf of, or disclosed by Customer, in accordance with applicable privacy laws and regulations.

9. INTELLECTUAL PROPERTY RIGHTS.

9.1. Work(s) Made for Hire. All Work Product created by Supplier or Supplier Personnel under the



Purchase Order is considered “work(s) made for hire,” as defined in the U.S. Copyright Act of 1976, as amended, and Customer is deemed the author and owner of such Work Product. To the extent that any Work Product is not “work(s) made for hire,” Supplier hereby assigns, transfers, and conveys to Customer without further consideration the sole right, title, and interest to such Work Product, including the Intellectual Property and other proprietary rights and all related causes of action and remedies in or associated with such Work Product. Supplier shall (and shall require that Supplier Personnel) give Customer all reasonable assistance and execute all documents necessary to assist and/or enable Customer to perfect, preserve, register and/or record its rights in any Work Product. Without limiting the foregoing, Supplier shall require Supplier Personnel to execute an assignment of invention agreement with Supplier before such personnel provide Services or prepare Work Product under the Purchase Order. All Work Product is the sole property of Customer and is deemed for all purposes as Customer’s Confidential Information.

9.2. Supplier Background Intellectual Property. Supplier grants to Customer and its Affiliates an irrevocable, perpetual, fully paid-up, non-exclusive, royalty-free, non-transferable worldwide right and license to any Supplier Background Intellectual Property that is embedded, included within, or is otherwise necessary for Customer’s use or exploitation of any Goods or Work Product.

10. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

10.1. Each Party represents and warrants that it has the legal power, right and authority to enter into and perform its obligations under these Terms and the Purchase Order.

10.2. Each Party represents and warrants that it will perform its obligations under these Terms and the Purchase Order in compliance with applicable laws, rules, and regulations, including the Anti-Corruption Laws, Anti-Money Laundering Laws, and International Trade Restrictions.

10.3. Each Party represents and warrants that neither it nor its Affiliates are included on any restricted party list maintained by the U.S. Government, including the Specially Designated Nationals and Blocked Persons List or the Foreign Sanctions Evaders List administered by the U.S. Treasury Department’s Office of Foreign Asset Control, or is otherwise ineligible to perform its obligations under these Terms and the Purchase Order because of an embargo, sanction, debarment, or designation maintained by the U.S. Government or because of International Trade Restrictions.

10.4. Supplier represents and warrants as follows:

10.4.1. Supplier and Supplier Personnel will comply with the applicable Customer policies and procedures made available to Supplier.

10.4.2. Supplier has all rights, licenses, consents, and approvals necessary in connection with its performance of the Purchase Order and to grant Customer the rights granted in these Terms.

10.4.3. Supplier will perform the Services in a professional, businesslike manner utilizing Supplier Personnel with the appropriate skills, training, qualifications, and experience to perform the Services and produce the Work Product.

10.4.4. The Goods accepted by Customer (i) conform to the terms of these Terms and the Purchase Order, and the specifications, drawings and designs, (ii) are free from defects in material and workmanship, (iii) are merchantable and fit for the purposes for which they are intended, and (iv) are not subject to any liens, encumbrances, security interests or other third-party claims.

10.4.5. To the extent that the Goods or Work Product include software or include the delivery of software, such software (i) will be free from errors, bugs, or other defects, (ii) will not contain any computer code that is designed to disrupt, disable, harm, modify, delete or otherwise impede the operation of any of Customer’s other software, computer systems or networks, and (iii) will conform to any specifications agreed to by the Parties.

10.4.6. To the extent that the Goods or Work Product include the delivery of software, Supplier will not incorporate any software, including source code, compiled code, embedded software, firmware, free software, open source software, freeware, general public license-governed software,



or any electronic hardware, including free hardware designs, or open source hardware designs, in any form that is subject to any obligations or conditions that may provide a legal right to a third party to access such software and/or electronic hardware, or that could otherwise impose any limitation or condition on Customer's use, reproduction, modification, distribution, publication, or conveyance of such software, Work Product or Goods, unless Customer has consented in writing to the incorporation of such software or such electronic hardware.

10.5. The foregoing warranties shall be in addition to any warranties for the Goods or Services set forth in any documentation provided by Supplier and/or stated or attached to the Purchase Order. Supplier hereby assigns to Customer any manufacturer warranty associated with the Goods to be provided under the Purchase Order.

10.6. EXCEPT AS SPECIFIED IN THESE TERMS OR THE PURCHASE ORDER, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SUBJECT MATTER OF THE PURCHASE ORDER.

11. INSURANCE.

11.1. Generally. Supplier may structure the insurance coverage required by this Section 11 (*Insurance*) using primary and excess insurance in any manner that allows Supplier to reach the required total limits.

11.2. Coverage. Supplier, at its sole expense, shall maintain, through insurers with a minimum A.M. Best rating of A-, VIII or an S&P A rating (or the equivalent) the following insurance:

11.2.1. Automobile. Automobile liability insurance covering all vehicles owned, non-owned, hired and leased when used in performance of the Purchase Order for third-party bodily injury and property damage, with minimum limits of USD \$1,000,000 (or the equivalent thereof in the local currency) per accident.

11.2.2. Commercial General Liability. Commercial general liability (third-party liability or public liability) insurance, including coverage for third-party bodily injury and property damage, premises and operations, personal/advertising injury, contractual liability, and products/completed operations, with minimum limits of USD \$1,000,000 per occurrence and USD \$2,000,000 in the aggregate (or the equivalent thereof in the local currency).

11.2.3. Professional Liability. Professional errors and omissions liability insurance covering third-party claims arising out of acts, errors or omissions in the performance of the Purchase Order with minimum limits of USD \$5,000,000 for each claim and USD \$5,000,000 in the aggregate (or the equivalent in the local currency).

11.2.4. Umbrella. Umbrella or excess liability insurance (in excess of Supplier's Automobile, Commercial General liability, and Employer's liability insurance) with minimum limits of USD \$2,000,000 per occurrence and USD \$2,000,000 in the aggregate (or the equivalent thereof in the local currency).

11.2.5. Workers' Compensation/Employer's Liability Insurance. Workers' Compensation (or equivalent) insurance in an amount that complies with the applicable statutory or regulatory requirements. Employer liability insurance with minimum limits of not less than USD \$1,000,000 per accident, USD \$1,000,000 per employee by disease, and USD \$1,000,000 aggregate disease (or the equivalent thereof in the local currency).

11.3. Non-Limitation of Insurance. All insurance required of Supplier will be primary and not excess over or contributing with any insurance maintained by Customer. Supplier's obligation to maintain the insurance shall be in addition to, and not in lieu of, Supplier's other obligations hereunder, and Supplier's liability to Customer shall not be limited to the amount of coverage required hereunder.

11.4. Contravention of Insurance. To the extent that Supplier enters Customer's premises, Supplier will not intentionally do anything, or allow or permit anything to be done, on or about Customer's



premises that will affect, impair or contravene any insurance policies that Customer carries against loss, damage or destruction by fire, casualty, public liability, or otherwise.

11.5. Evidence of Insurance; Other Requirements.

11.5.1. Within ten (10) Business Days of the Effective Date and at each policy renewal thereafter, Supplier shall deliver to Customer certificates of insurance as evidence of the insurance and limits required by these Terms.

11.5.2. Customer shall be named as an "additional insured" on (i) all commercial general liability insurance policies, and (ii) automobile policies when such insurance is required under Section 11.2.1 (*Automobile*).

11.5.3. Supplier shall inform Customer in writing if Supplier receives a notice of cancellation or nonrenewal of any insurance required by these Terms within twenty (20) calendar days of receiving such notice. Any such cancellation or non-renewal shall not relieve Supplier of its obligation to maintain the coverage required by these Terms.

11.6. Risk of Property Loss. Supplier is responsible for any and all damage to its tangible personal property and real property (whether owned or leased) and shall (i) look only to its own insurance arrangements (if any) with respect to such damages and (ii) waive, and require that its insurer waive, any right of recovery from Customer for damage to such property.

11.7. Waiver of Subrogation. To the extent permitted by law, Supplier agrees that subrogation rights against Customer, its Affiliates and its and their respective directors, officers and employees for all losses and damages are waived under all commercial general liability, umbrella liability and Workers' Compensation policies described above and that such waiver shall be reflected on the insurance policies.

12. INDEMNIFICATION.

12.1. Supplier shall indemnify, defend and hold harmless Customer, its Affiliates, and their respective successors and assigns, officers, directors, employees, and agents (each an "Indemnitee") from and against any and all Losses suffered or incurred in connection with Claims by third parties alleging, arising out of, caused by, related to, or resulting from Supplier's or Supplier Personnel's breach of these Terms or the negligent acts, omissions or willful misconduct associated with such performance (hereinafter, each an "Indemnifiable Claim").

12.2. Supplier shall indemnify, defend and hold harmless Indemnitees from and against any and all Losses suffered or incurred in connection with any Claims alleging that any use or part of the Goods, the Services, and/or Work Product infringed or misappropriated a third party's Intellectual Property or other proprietary right (hereinafter, each a "Third-Party Infringement Claim").

12.3. If Customer's use of an Infringing Item becomes restricted, encumbered or enjoined, then Supplier shall (i) procure for Customer the right to continue using the Infringing Item at no extra cost to Customer, (ii) replace or modify the Infringing Item, provided that the replacement or modification will not degrade performance, or (iii) remove the Infringing Item at Supplier's sole expense and reimburse Customer for the value associated with the Infringing Item.

12.4. Customer shall promptly notify Supplier of any Indemnifiable Claim or Third-Party Infringement Claim; however, the failure to give such notice does not relieve Supplier of its indemnification obligations, except to the extent that Supplier was materially prejudiced by such failure.

12.5. Customer may, at its own expense and without releasing any indemnification obligation of Supplier, participate and appear in the defense or settlement of any Indemnifiable Claim or Third-Party Infringement Claim. Supplier may not settle any Indemnifiable Claim or Third-Party Infringement Claim without Customer's prior written consent.

12.6. Supplier agrees that its obligations to indemnify Customer under this Section 12 (*Indemnification*) are distinct from, independent of, and not intended to be coextensive with its duty to procure insurance under Section 11 (*Insurance*).



13. TERMINATIONS.

13.1. Termination for Material Breach. Either Party may terminate the Purchase Order in whole or in part as of the date specified in the notice of termination if the other Party materially breaches its obligations under the Purchase Order and does not cure that breach within ten (10) calendar days of receiving such notice.

13.2. Termination for Convenience. Customer may terminate the Purchase Order in whole or in part at any time for its convenience upon written notice to Supplier. Unless otherwise directed by Customer, upon receipt of Customer's termination notice, Supplier shall (i) stop work as directed, (ii) place no further subcontracts or orders except as necessary to complete the continued portion of the Purchase Order, and (iii) terminate all subcontracts and orders to the extent that they relate to the terminated work. Supplier shall submit a final termination settlement to Customer within ninety (90) calendar days from the effective date of the termination for convenience. Customer is not liable for lost or anticipated profits, unabsorbed indirect costs or overhead, or for any sum in excess of the charges set forth in the Purchase Order.

13.3. Termination Due to Insolvency. Customer may terminate the Purchase Order in whole or in part upon written notice if Supplier becomes insolvent, is unable to pay its debts as they mature, has a receiver appointed for all or any substantial part of its assets, or is the subject of a bankruptcy petition.

13.4. Post-Termination Obligations. Upon any Termination, or at Customer's request, Supplier shall promptly (i) deliver to Customer all Goods and/or Work Product, whether complete or incomplete, (ii) return or destroy (at Customer's option) Customer's Confidential Information in accordance with Section 7 (*Confidentiality*), and (iii) promptly return all equipment and other materials provided by or on behalf of Customer pursuant to the Purchase Order.

14. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO (i) SUPPLIER'S DEFENSE AND INDEMNIFICATION OBLIGATIONS, AND (ii) LOSSES ARISING FROM A PARTY'S ILLEGAL ACTS, FRAUDULENT MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT: (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES, OR FOR ANY LOST PROFITS OR LOSS OF USE LOSSES, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT OR HOWSOEVER CAUSED, IN CONNECTION WITH OR ARISING OUT OF THESE TERMS OR THE PURCHASE ORDER, WHETHER OR NOT THE POSSIBILITY OF SUCH LOSSES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND (B) NEITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE PURCHASE ORDER FOR DIRECT LOSSES SHALL EXCEED THE GREATER OF: (x) THREE (3) TIMES THE AGGREGATE FEES PAID OR PAYABLE BY CUSTOMER TO SUPPLIER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM, LOSS OR LIABILITY, OR (y) TWO MILLION U.S. DOLLARS (\$2,000,000).

15. FORCE MAJEURE.

15.1. Neither Party will be liable for any default or delay in the performance of its obligations under the Purchase Order if and to the extent that such default or delay is caused, directly or indirectly, by a Force Majeure Event.

15.2. In the case of a Force Majeure Event, the nonperforming Party shall promptly inform the other Party by telephone (to be confirmed in writing within forty-eight (48) hours of such contact). The written confirmation shall describe with a reasonable level of detail the then-known circumstances causing the Force Majeure Event and provide the anticipated duration of the delay arising from the Force Majeure Event.

15.3. If a Force Majeure Event substantially prevents or delays Supplier's performance for more than thirty (30) calendar days, then Customer may terminate the portion of the Purchase Order so affected, or if a substantial part of the Purchase Order is so affected then Customer may terminate the entire Purchase Order. In the event of such a termination, the Customer is entitled to a pro rata refund of all



payments made in advance or with respect to any Goods or Services not provided as a result of a Force Majeure Event.

16. MISCELLANEOUS.

16.1. Assignment by Supplier. These Terms and the Purchase Order shall not be assigned or transferred by Supplier, in whole or in part, including by (i) merger or any other change of ownership or control, (ii) the sale of all or substantially all of the Supplier's assets, or (iii) by operation of law, or otherwise, without Customer's prior written consent. Any assignment or transfer by Supplier in contravention of this Section 16.1 shall be null and void.

16.2. Changes to these Terms. No modification, waiver, amendment or discharge of these terms shall be valid unless the same is in writing and signed by both Parties.

16.3. Changes to a Purchase Order. Customer may change a Purchase Order upon written notice to Supplier. If such change increases the cost or performance time, then Supplier shall issue a revised quote in writing to Customer within thirty (30) days after Customer's change request. Upon written acceptance of Supplier's revised quote, Customer shall issue a revised Purchase Order. The Parties' execution of a revised Purchase Order shall cancel and supersede the original Purchase Order, without any liability to Customer. Any revised Purchase Order shall be subject to these Terms and binding between Customer and Supplier.

16.4. Cooperation. Supplier agrees to (or to cause Supplier Personnel to agree to) cooperate with Customer and, in a timely manner, provide all reasonably requested reports, information or access required by Customer, Customer's auditors or professional advisers, a Regulator and/or its third-party representatives in order to demonstrate Customer's and Supplier's compliance with the various legal and regulatory obligations associated with these Terms, including those obligations relating to (i) the insurance laws and regulations in the jurisdictions in which Customer operates, (ii) material outsourcing laws arising from performance of a Purchase Order in a foreign jurisdiction, and (iii) Anti-Corruption and Anti-Money Laundering Laws, and International Trade Restrictions.

16.5. Customer's Affiliates. Supplier acknowledges and agrees that the Goods and Services purchased under the Purchase Order may be used by Customer on behalf of itself and, at no additional expense to Customer, for the benefit of any Customer Affiliate. Any Customer Affiliate that uses the Goods and Services, whether the right to use passes directly to that entity or not, shall be entitled to all of the rights and interests of Customer under these Terms. Customer may assign the Purchase Order, in whole or in part, and these Terms to any Affiliate.

16.6. Dispute Resolution. The Parties shall attempt in good faith to resolve any controversy, dispute, claim, or question arising out of or relating to these Terms or the Purchase Order(s) (a "Dispute") before resorting to legal action. If the Parties cannot resolve a Dispute by good faith negotiations, then any legal suit, action or proceeding, whether based on contract, tort or other legal theory, shall be brought solely and exclusively in the federal or state courts situated in New York County, State of New York (hereinafter such courts referred to as the "New York Courts").

16.7. Entire Agreement. These Terms and the Purchase Order constitute the entire agreement between the Parties and supersede all prior communications and understandings between the Parties relating to the subject matter of a Purchase Order.

16.8. Equitable Relief. With regard to any action, suit or proceeding for breach of a Party's obligations related to Intellectual Property and Confidentiality, nothing in these Terms or the Purchase Order shall preclude either Party from seeking an injunction or other equitable remedy.

16.9. Governing Law; Venue. These Terms shall in all respects be governed by and interpreted in accordance with the laws of the State of New York, without regard to any conflict of law principles. Each Party irrevocably accepts the jurisdiction of the New York Courts and waives any objection that it may now or hereafter have to the laying of venue of any such action, suit or proceeding brought in such courts, and waives the defense of an inconvenient forum to the maintenance of any such action, suit or proceeding brought in the New York Courts.



16.10. Independent Contractor Relationship. The relationship of the Parties is that of independent contractors. Nothing in these Terms or the Purchase Order shall be construed as creating or establishing a partnership, agency, joint venture, or employment relationship of any kind between Customer and Supplier, or between Customer and any Supplier Personnel. Nothing in these Terms or any Purchase Order shall be construed to grant Supplier or Supplier Personnel any rights under any Customer benefit plan. Supplier assumes full responsibility for the actions and supervision of Supplier Personnel. Neither Party has any right, power or authority to create any obligation, express or implied, on behalf of the other.

16.11. Maintaining Books and Records. Supplier shall prepare and maintain complete and accurate books and records relating to the Goods and Services (hereinafter "Books and Records"). The Books and Records shall be prepared and maintained in accordance with applicable industry practices and generally accepted accounting principles and practices. During performance of the Purchase Order and for a period of three (3) years after Termination, Supplier shall make the Books and Records available to Customer, Customer's authorized representatives, and to Regulators during business hours upon not less than ten (10) Business Days' notice (or a shorter period of notice in the event of any inspection by regulatory or supervisory authorities) for inspection, examination, and audit.

16.12. Notices. All notices shall be in writing (using the contact information below) and deemed to be delivered: (i) when personally delivered; (ii) two (2) Business Days after the date of posting if transmitted by the United States Postal Service, registered or certified, return receipt requested, and postage prepaid; (iii) one Business Day after pick-up if transmitted by a nationally-recognized overnight courier service; (iv) the date sent if by email prior to 5:00 p.m. Eastern Time on a Business Day; or (v) on the next following Business Day if sent by email after 5:00 p.m. Eastern Time on a Business Day or on any day other than a Business Day.

For Customer:

AIG Chief Procurement Officer
30 Hudson Street
Jersey City, NJ 07302
Email: GSPS-ContractManagement@aig.com

With a copy by overnight courier service to:

AIG Legal Department
1271 Avenue of the Americas, 11th Floor
New York, NY 10020
Attention: General Counsel

For Supplier:

The address set forth in the Purchase Order

16.13. Publicity. Supplier shall not (i) identify Customer or any Affiliate as a customer or prospective customer or (ii) use the name, logos or trademarks of Customer and/or its Affiliates without the prior written consent of Customer's Chief Procurement Officer in each case.

16.14. Remedies. No right or remedy herein conferred on or reserved to either Party is intended to be exclusive of any other right or remedy, and each and every right and remedy is cumulative and in addition to any other right or remedy under these Terms, or under applicable law, whether now or hereafter existing.

16.15. Severability. If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be deemed to be severed from these Terms, and the other provisions shall remain in full force and effect and interpreted so as to best accomplish the objectives of the severed provision, if possible.

16.16. Survival. The following provisions of these Terms shall survive the expiration or earlier termination of these Terms: Section 7 (*Confidentiality*), Section 9 (*Intellectual Property Rights*), Section



10 (*Representations and Warranties; Disclaimer*), Section 11 (*Insurance*), Section 12 (*Indemnification*), Section 13 (*Terminations*), Section 14 (*Limitation of Liability*), and Section 16 (*Miscellaneous*), inclusive.

16.17. Vendor Certification Program. Supplier agrees to comply with AIG's Vendor Certification Program, which is described at <https://www.aig.com/about-us/supplier-relations> and which Customer may revise from time to time. In connection with such compliance, Supplier shall secure the prior written consent of all Supplier Personnel to disclose information required under the AIG Vendor Certification Program. Supplier is solely responsible for the costs associated with its compliance and the compliance of Supplier Personnel with the Vendor Certification Program. If Customer determines that the results of any background check(s) of one or more Supplier Personnel do not meet its requirements, Supplier may not assign such Supplier Personnel to perform Services.

16.18. Waiver. No delay or failure by either Party to exercise its rights or remedies under these Terms or the Purchase Order will operate as a waiver of such right or remedy. A waiver by any Party of any breach must be set forth in writing and will not be construed as a waiver of any subsequent breach.



RIDERS

BELGIUM RIDER:

The following amends (and to the extent of any conflict, shall override) these Terms and apply specifically to Purchase Orders where (i) Goods are delivered or (ii) Services are performed in Belgium:

- A. ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING COMPLIANCE.** In addition to the compliance requirements stated in these Terms, Supplier shall comply with:

The Belgian Act of 18 September 2017 on the Prevention of Money Laundering and Terrorist Financing and Restricting the Use of Cash and any other applicable laws.

- B. SHIPPING, INSPECTION, AND ACCEPTANCE.** To Section 6 (*Shipping, Inspection, and Acceptance*) is added a new paragraph:

To the extent that the above provision would conflict with mandatory provisions of applicable Belgian law, in particular Articles 1649 quater and 1649 quinquies of the Old Civil Code and Articles 1644, 1645 and 1646 of the Old Civil Code, these mandatory provisions will take precedence over the provisions of Section 6.

- C. INTELLECTUAL PROPERTY RIGHTS.** Section 9.1 (*Work(s) Made for Hire*) of these Terms is deleted in its entirety and replaced with:

9.1. Work Product. All Intellectual Property Rights in any Work Product created by Supplier in the course of providing the Services are and shall be the exclusive property of Customer. Supplier hereby assigns (or shall procure the assignment of) all such rights to Customer. The transfer and assignment of all Intellectual Property Rights and other property rights include but is not limited to the transfer and assignment of the right to reproduce, adapt, translate, modify, distribute, rent, lend, make available the Works to the public, partially or completely, in each and any way, whether private or public, for internal – including but not limited to research and development – and external use. The transfer and assignment of rights is valid for commercial or non-commercial purposes, final for each and every form of exploitation and for all countries, in the most extensive way possible as permitted by law, without limitation in time other than the limitation provided under law for the respective rights, and without any further payment than the fees as provided in the Purchase Order. Non-payment of the fees will not affect the transfer and assignment of the rights on the Work Product already existing. Supplier shall promptly execute any further documents necessary to confirm Customer's full ownership of all Intellectual Property Rights in the Work Product.

- D. LIABILITY.** Notwithstanding any other provision in these Terms, nothing limits or exonerates either Party from its liability for wilful misconduct or gross negligence for non-performance of its obligations.

- E. DISPUTE RESOLUTION.** Section 16.6 (*Dispute Resolution*) of these Terms is deleted in its entirety and replaced with:

16.6. Dispute Resolution. The Parties shall attempt in good faith to resolve any controversy, dispute, claim, or question arising out of or relating to these Terms or the Purchase Order (a "Dispute") before resorting to legal action. If the Parties cannot resolve a Dispute by good faith negotiations, then such Dispute shall be settled exclusively by the courts of England and Wales.

- F. GOVERNING LAW; VENUE.** Section 16.9 (*Governing Law; Venue*) of these Terms is deleted in its entirety and replaced with:

16.9 Governing Law; Venue. This Rider, including these Terms and the Purchase Order, shall be governed by and construed in accordance with the laws of England and Wales. All Disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.



BERMUDA RIDER:

The following amends (and to the extent of any conflict, shall override) these Terms and apply specifically to Purchase Orders where (i) Goods are delivered or (ii) Services are performed in Bermuda:

A. ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING COMPLIANCE. In addition to the compliance requirements stated in these Terms, Supplier shall comply with:

1. The Proceeds of Crime Act 1997, Proceeds of Crime (Anti-Money Laundering and Anti-Terrorist Financing) Regulations 2018, in addition to Anti-Corruption Laws as defined in these Terms
2. The International Sanctions Act 2003 and International Sanctions Regulations 2013
3. The Corporate Income Tax Act 2023

B. INTELLECTUAL PROPERTY RIGHTS. Section 9.1 (*Work(s) Made for Hire*) of these Terms is deleted in its entirety and replaced with:

9.1 Work Product. All Intellectual Property Rights in any Work Product created by Supplier in the course of providing the Services shall vest in and be the absolute property of Customer. Supplier hereby assigns (or shall procure the assignment of) all such rights to Customer with full title guarantee. Supplier shall promptly execute any further documents necessary to confirm Customer's ownership of all Intellectual Property Rights in the Work Product.

C. LIABILITY. Notwithstanding any other provision in these Terms, nothing limits either Party's liability for death or personal injury caused by the other Party's negligence.



CANADA RIDER:

The following amends (and to the extent of any conflict, shall override) these Terms and apply specifically to Purchase Orders where (i) Goods are delivered or (ii) Services are performed in Canada:

A. ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING COMPLIANCE. In addition to the compliance requirements stated in these Terms, Supplier shall comply with:

1. The *Corruption of Foreign Public Officials Act* (Canada), *Anti-Corruption Act* (Quebec), and *Criminal Code* (Canada), as amended
2. The *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada)

B. ANTI-SPAM LAW. In addition to the compliance requirements stated in these Terms, Supplier shall comply with:

Supplier shall comply with Canada's *Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act* ("CASL") and its regulations, as amended from time to time.

C. MODERN SLAVERY LAW. In addition to the compliance requirements stated in these Terms, Supplier shall comply with:

The *Fighting Against Forced Labour and Child Labour in Supply Chains Act* (Canada)

D. INTELLECTUAL PROPERTY RIGHTS. Section 9.1 (*Work(s) Made for Hire*) of these Terms is deleted in its entirety and replaced with:

9.1 Work Product.

9.1.1 Customer is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product, including all Intellectual Property rights therein. In furtherance of the foregoing, Supplier shall, and hereby does: (i) assign, transfer, and otherwise convey to Customer, irrevocably and in perpetuity, throughout the world, all right, title, and interest in and to such Work Product, including all Intellectual Property rights therein; and (ii) irrevocably and unconditionally waive, and agree not to assert, any and all claims Supplier may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of *droit moral*, including moral rights under the Copyright Act (Canada), as amended, and including, without limitation, attribution of authorship, the right to restrain any distortion, destruction, or modification with respect to the Work Product and the Intellectual Property rights therein.

9.1.2 Supplier shall, and shall cause its personnel to, take all appropriate action and execute and deliver all documents necessary or reasonably requested by Customer to effectuate any of the provisions or purposes of Section 9.1.1 or otherwise, as may be necessary or useful for Customer to prosecute, register, perfect, record, or enforce its rights in or to any Work Product or any Intellectual Property right therein. Supplier hereby appoints Customer as Supplier's attorney with full irrevocable power and authority to take any such actions and execute any such documents if Supplier refuses, or within a period deemed reasonable by Customer otherwise fails, to do so.



ENGLAND AND WALES RIDER:

The following amends (and to the extent of any conflict, shall override) these Terms and apply specifically to Purchase Orders where (i) Goods are delivered or (ii) Services are performed in the United Kingdom:

A. ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING COMPLIANCE. In addition to the compliance requirements stated in these Terms, Supplier shall comply with:

1. The UK Bribery Act 2010, as amended, in addition to Anti-Corruption Laws as defined in these Terms
2. The UK Criminal Finances Act 2017

B. INTELLECTUAL PROPERTY RIGHTS. Section 9.1 (*Work(s) Made for Hire*) of these Terms is deleted in its entirety and replaced with:

9.1 Work Product. All Intellectual Property Rights in any Work Product created by Supplier in the course of providing the Services shall vest in and be the absolute property of Customer. Supplier hereby assigns (or shall procure the assignment of) all such rights to Customer with full title guarantee. Supplier shall promptly execute any further documents necessary to confirm Customer's ownership of all Intellectual Property Rights in the Work Product.

C. LIABILITY. Notwithstanding any other provision in these Terms, nothing limits either Party's liability for death or personal injury caused by the other Party's negligence.

D. GOVERNING LAW; VENUE. Section 16.9 (*Governing Law; Venue*) of these Terms is deleted in its entirety and replaced with:

16.9 Governing Law; Venue. This Rider, including these Terms and the Purchase Order, shall be governed by and construed in accordance with the laws of England and Wales. All Disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.



FRANCE RIDER:

The following amends (and to the extent of any conflict, shall override) these Terms and apply specifically to Purchase Orders where (i) Goods are delivered or (ii) Services are performed in France:

A. ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING COMPLIANCE. In addition to the compliance requirements stated in these Terms, Supplier shall comply with:

1. The UK Bribery Act 2010, as amended
2. Supplier shall comply with the UK Criminal Finances Act 2017

B. PAYMENT. Section 4.1 (*Payment*) of these Terms is deleted in its entirety and replaced with:

4.1. Customer shall pay properly rendered, undisputed invoices within sixty (60) calendar days, or within forty-five (45) calendar days (for the provision of recurring Goods or Services only) of receipt. Customer may pay invoices by a virtual card of Customer's choosing or electronic funds transfer through an automated clearing house. If Customer does not pay an invoice in full by the due date then, the Supplier may charge Customer default interest on the unpaid amount on a daily basis from the due date until payment is made at three (3) times the then-current annual French legal interest rate. Standard administrative costs (€40 at 1st January 2024) to recover unpaid amounts may be added to this default interest.

C. INTELLECTUAL PROPERTY RIGHTS. Section 9.1 (*Work(s) Made for Hire*) of these Terms is deleted in its entirety and replaced with:

9.1. Work Product. All Intellectual Property Rights in any Work Product created by Supplier in the course of providing the Services shall vest in and be the absolute property of Customer. Supplier hereby assigns (or shall procure the assignment of) all such rights to Customer with full title guarantee. Supplier shall promptly execute any further documents necessary to confirm Customer's ownership of all Intellectual Property Rights in the Work Product.

In particular, the Supplier assigns the following rights to the Customer: (i) the right to reproduce in full on any medium any Work Product; (ii) the right to adapt, correct, enhance, maintain, decompile, modify, assemble, transcribe, arrange and translate any Work Product; (iii) the right to distribute any Work Product in any manner whatsoever, by any processes hitherto known or unknown, in particular by any current or future telecoms networks such as internet, by any means of broadcast as well as by any means of telecommunications; (iv) the right to market any Work Product, including rental and lending free of charge or for a fee; (v) the right to use and exploit any Work Product for personal use or for the benefit of third parties, for a fee or free of charge.

This assignment of Intellectual Property Rights is valid for the entire world, and for the duration of the legal protection of the Intellectual Property Rights for the benefit of their authors, heirs or beneficiaries or representatives according to the terms of any French and foreign legislation and international conventions relating to Intellectual Property Rights currently or subsequently in force, including any extensions that may be made to the term of such protection.

D. TERMINATION DUE TO INSOLVENCY. Section 13.3 (*Termination Due to Insolvency*) of these Terms is deleted in its entirety and replaced with:

13.3. Termination Due to Insolvency. Subject to mandatory French applicable laws which may limit or prevent the application of this Section 13.3, Customer may terminate these Terms or any Purchase Order in whole or in part upon written notice if Supplier becomes insolvent, is unable to pay its debts as they mature, has a receiver appointed for all or any substantial part of its assets, or is the subject of a bankruptcy petition.

E. LIABILITY. Notwithstanding any other provision in these Terms, nothing limits either Party's liability for death or personal injury caused by the other Party's negligence.

F. GOVERNING LAW; VENUE. Section 16.9 (*Governing Law; Venue*) of these Terms is deleted in its entirety and replaced with:



16.9. Governing Law; Venue. This Rider, including these Terms and the Purchase Order, shall be governed by and construed in accordance with the laws of England and Wales. All Disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.



GERMANY RIDER:

The following amends (and to the extent of any conflict, shall override) these Terms and apply specifically to Purchase Orders where (i) Goods are delivered or (ii) Services are performed in Germany:

- A. INTELLECTUAL PROPERTY RIGHTS.** Section 9.1 (*Work(s) Made for Hire*) of these Terms is deleted in its entirety and replaced with:

9.1. Work Product. All Intellectual Property Rights in any Work Product created by Supplier in the course of providing the Services shall vest in and be the absolute property of Customer. Supplier hereby assigns (or shall procure the assignment of) all such rights to Customer with full title guarantee. Supplier shall promptly execute any further documents necessary to confirm Customer's ownership of all Intellectual Property Rights in the Work Product.

To the extent ownership or property in the Intellectual Property Rights cannot be assigned, transferred or otherwise conveyed under applicable law, Supplier shall grant to Customer an exclusive perpetual, irrevocable, worldwide, royalty free, fully paid up, unrestricted, assignable, sublicensable right to use Intellectual Property Rights for any purpose in all currently known and currently unknown forms.

- B. LIABILITY.** Notwithstanding any other provision in these Terms, nothing limits either Party's liability for death or personal injury caused by the other Party's negligence.

- C. GOVERNING LAW; VENUE.** Section 16.9 (*Governing Law; Venue*) of these Terms is deleted in its entirety and replaced with:

16.9. Governing Law; Venue. This Rider, including these Terms and the Purchase Order, shall be governed by and construed in accordance with the laws of England and Wales. All Disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.



IRELAND RIDER:

The following amends (and to the extent of any conflict, shall override) these Terms and apply specifically to Purchase Orders where (i) Goods are delivered or (ii) Services are performed in Ireland:

A. ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING COMPLIANCE. In addition to the compliance requirements stated in these Terms, Supplier shall comply with:

1. The Criminal Justice (Corruption Offences) Act 2018
2. The Criminal Justice (Money Laundering and Terrorist) Financing Act 2010 (as amended).

B. INTELLECTUAL PROPERTY RIGHTS. Section 9.1 (*Work(s) Made for Hire*) of these Terms is deleted in its entirety and replaced with:

9.1. Work Product. All Intellectual Property Rights in any Work Product created by Supplier in the course of providing the Services shall vest in and be the absolute property of Customer. Supplier hereby assigns (or shall procure the assignment of) all such rights to Customer with full title guarantee. Supplier shall promptly execute any further documents necessary to confirm Customer's ownership of all Intellectual Property Rights in the Work Product.

C. LIABILITY. Notwithstanding any other provision in these Terms, nothing limits either Party's liability for death or personal injury caused by the other Party's negligence.

D. GOVERNING LAW; VENUE. Section 16.9 (*Governing Law; Venue*) of these Terms is deleted in its entirety and replaced with:

16.9. Governing Law; Venue. This Rider, including these Terms and the Purchase Order, shall be governed by and construed in accordance with the laws of England and Wales. All Disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.



LUXEMBOURG RIDER:

The following amends (and to the extent of any conflict, shall override) these terms and apply specifically to Purchase Orders where (i) Goods are delivered or (ii) Services are performed in Luxembourg:

- A. INTELLECTUAL PROPERTY RIGHTS.** Section 9.1 (*Work(s) Made for Hire*) of these Terms is deleted in its entirety and replaced with:

9.1. Work Product. All Intellectual Property Rights in any Work Product created by Supplier in the course of providing the Services shall vest in and be the absolute property of Customer without any further financial consideration. Supplier hereby assigns (or shall procure the assignment of) all such rights to Customer with full title guarantee. Supplier shall promptly execute any further documents necessary to confirm Customer's ownership of all Intellectual Property Rights in the Work Product.

- C. LIABILITY.** Notwithstanding any other provision in these Terms, nothing limits either Party's liability for death or personal injury caused by the other Party's negligence.

- D. GOVERNING LAW; VENUE.** Section 16.9 (*Governing Law; Venue*) of these Terms is deleted in its entirety and replaced with:

16.9. Governing Law; Venue. This Rider, including these Terms and the Purchase Order, shall be governed by and construed in accordance with the laws of England and Wales. All Disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.



MALAYSIA RIDER:

The following amends (and to the extent of any conflict, shall override) these terms and apply specifically to Purchase Orders where (i) Goods are delivered or (ii) Services are performed in Malaysia:

A. ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING COMPLIANCE. In addition to the compliance requirements stated in these Terms:

1. Supplier shall comply with the Malaysian Anti-Corruption Commission Act 2009.
2. Supplier shall comply with the Malaysian Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001.

B. INTELLECTUAL PROPERTY RIGHTS. Section 9.1 (*Work(s) Made for Hire*) of these Terms is deleted in its entirety and replaced with:

9.1. All copyright and patents in any Work Product created by Supplier or Supplier Personnel under these Terms or any Purchase Order is deemed to have been transferred or accrued to the Customer, as the person who commissioned the Work Product, pursuant to the Malaysian Copyright Act 1987 and Patents Act 1983.

9.2. To the extent that any Intellectual Property in any Work Product has not automatically vested in the Customer, Supplier hereby assigns (or shall procure the assignment of) all rights, title, and interest in the Work Product, including all Intellectual Property, to Customer without further consideration, including all rights, powers, privileges and immunities arising or accruing therefrom, the right to apply for registration of any of the Intellectual Property in the Work Product anywhere in the world free from all encumbrances, and the right to sue for damages and other remedies in respect of any infringement of such rights.

9.3. Supplier shall (and shall require that Supplier Personnel) give Customer all reasonable assistance and execute all documents necessary to assist and/or enable Customer to perfect, preserve, register and/or record its rights in any Intellectual Property in the Work Product.

9.4. All Work Product, including all Intellectual Property in the same, is the sole property of Customer and is deemed for all purposes under this Agreement and any SOW as Customer's Confidential Information.

C. MAINTAINING BOOKS AND RECORDS; RIGHT TO INSPECTION AND EXAMINATION. Section 16.11 (*Maintaining Books and Records*) is amended such that the applicable period of maintenance of books and records shall be seven (7) years from the end of the relevant year of assessment, instead of six (6) years.

D. REPRESENTATIONS AND WARRANTIES; DISCLAIMER. In addition to the disclaimer set out in Section 10.6, the Parties agree to exclude any terms and conditions statutorily implied under the Malaysian Sale of Goods Act 1957.

E. GOVERNING LAW; VENUE. Section 16.9 (*Governing Law; Venue*) of these Terms is deleted in its entirety and replaced with:

*16.9. **Governing Law; Venue.** This Rider, including these Terms and the Purchase Order, shall be governed by and construed in accordance with the laws of England and Wales. All Disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.*



THE NETHERLANDS RIDER:

The following amends (and to the extent of any conflict, shall override) the Terms and apply specifically to Purchase Orders where (i) Goods are delivered or (ii) Services are performed in the Netherlands.

- A. INTELLECTUAL PROPERTY RIGHTS.** Section 9.1 (*Work(s) Made for Hire*) of these Terms is deleted in its entirety and replaced with:

9.1 Work Product. All Intellectual Property Rights in any Work Product created by Supplier in the course of providing the Services shall vest in and be the absolute property of Customer. Supplier hereby assigns and delivers in advance (or shall procure the assignment and delivery in advance of) all such rights to Customer with full title guarantee. Supplier shall promptly execute any further documents necessary to confirm Customer's ownership of all Intellectual Property Rights in the Work Product.

- B. LIABILITY.** Notwithstanding any other provision in these Terms, nothing limits either Party's liability for death or personal injury caused by the other Party's negligence.

- C. TERMINATION.** Section 13 (*Terminations*) sets out both Parties' sole termination rights. Each Party waives the right to dissolve (*ontbinden*) these Terms. Articles 6:265 – 6:272 of the Dutch Civil Code are hereby excluded.

- D. GOVERNING LAW; VENUE.** Section 16.9 (*Governing Law; Venue*) of these Terms is deleted in its entirety and replaced with:

16.9 Governing Law; Venue. This Rider, including these Terms and the Purchase Order, shall be governed by and construed in accordance with the laws of England and Wales. All Disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.



PORTUGAL RIDER:

The following amends (and to the extent of any conflict, shall override) the Terms and apply specifically to Purchase Orders where (i) Goods are delivered or (ii) Services are performed in Portugal:

- A. TERMINATION DUE TO INSOLVENCY.** Section 13.3 (*Termination Due to Insolvency*) of these Terms is deleted in its entirety and replaced with:

13.3. Termination Due to Insolvency. If the Supplier intends to file for insolvency or any other recovery procedure, or if it becomes aware of the intention of a third party to file a similar application, including, but not limited to, a bankruptcy petition, the Supplier shall immediately inform the Customer and the latter may terminate these Terms or any Purchase Order in whole or in part upon written notice. Customer may also terminate these Terms or any Purchase Order in whole or in part upon written notice if Supplier is unable to pay its debts as they mature or has a receiver appointed for all or any substantial part of its assets.

- B. LIMITATION OF LIABILITY.** Notwithstanding any other provision in the Agreement, nothing limits or excludes either Party's liability for (i) death, moral or physical integrity or health, or (ii) non-contractual damage to property, caused to the counterparty or third parties.

- C. GOVERNING LAW; VENUE.** Section 16.9 (*Governing Law; Venue*) of these Terms is deleted in its entirety and replaced with:

16.9 Governing Law; Venue. This Rider, including these Terms and the Purchase Order, shall be governed by and construed in accordance with the laws of England and Wales. All Disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.



SINGAPORE RIDER:

The following amends (and to the extent of any conflict, shall override) the Terms and apply specifically to Purchase Orders where (i) Goods are delivered or (ii) Services are performed in Singapore:

- A. INTELLECTUAL PROPERTY RIGHTS.** Section 9.1 (*Work(s) Made for Hire*) of these Terms is deleted in its entirety and replaced with:

5.1 Work Product. All Intellectual Property Rights in any Work Product created by Supplier in the course of providing the Services shall vest in and be the absolute property of Customer. Supplier hereby assigns (or shall procure the assignment of) all such rights to Customer with full title guarantee. Supplier shall promptly execute any further documents necessary to confirm Customer's ownership of all Intellectual Property Rights in the Work Product.

- B. LIABILITY.** Notwithstanding any other provision in these Terms, nothing limits either Party's liability for death or personal injury caused by the other Party's negligence.

- C. TERMINATION DUE TO INSOLVENCY.** Section 13.3 (*Termination Due to Insolvency*) of these Terms is deleted in its entirety and replaced with:

13.3. Termination Due to Insolvency. Customer may terminate the Purchase Order in whole or in part upon written notice if Supplier becomes insolvent, is unable to pay its debts as they mature, has a receiver appointed for all or any substantial part of its assets, or is the subject of a bankruptcy petition, except if prior approval by a court of competent jurisdiction is required, then this termination right shall not be exercised until such approval has been obtained.

- D. GOVERNING LAW; VENUE.** Section 16.9 (*Governing Law; Venue*) of these Terms is deleted in its entirety and replaced with:

16.9 Governing Law; Venue. This Rider, including these Terms and the Purchase Order, shall be governed by and construed in accordance with the laws of England and Wales. All Disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.



SOUTH AFRICA RIDER:

The following amends (and to the extent of any conflict, shall override) the Terms and apply specifically to Purchase Orders where (i) Goods are delivered or (ii) Services are performed in South Africa:

- A. ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING COMPLIANCE.** In addition to the compliance requirements stated in these Terms, Supplier shall comply with the South African Prevention and Combating of Corrupt Activities Act, 2004 and the Prevention of Organised Crime Act, 1998.
- B. GOVERNING LAW; VENUE.** Section 16.9 (*Governing Law; Venue*) of these Terms is deleted in its entirety and replaced with:

16.9. Governing Law; Venue. This Rider, including these Terms and the Purchase Order, shall be governed by and construed in accordance with the laws of England and Wales. All Disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.



SPAIN RIDER:

The following amends (and to the extent of any conflict, shall override) the Terms and apply specifically to Purchase Orders where (i) Goods are delivered or (ii) Services are performed in Spain:

C. PAYMENT. Section 4.1 (*Payment*) of these Terms is deleted in its entirety and replaced with:

3.6.1. Customer shall pay properly rendered, undisputed invoices within sixty (60) calendar days of receipt. Customer may pay invoices by a virtual card of Customer's choosing or electronic funds transfer through an automated clearing house.

D. SHIPPING, INSPECTION, AND ACCEPTANCE. Section 6.3 of these Terms is deleted in its entirety and replaced with:

6.3. Upon delivery of the Goods to Customer, Customer shall either reject or accept the goods, and such acceptance may not be unreasonably withheld or delayed. Customer shall have the right to reject Goods within four (4) calendar days of discovering a material defect and/or the non-compliance with the specifications.

E. INTELLECTUAL PROPERTY RIGHTS. Section 9.1 (*Work(s) Made for Hire*) of these Terms is deleted in its entirety and replaced with:

9.1. Work Product. All Intellectual Property Rights in any Work Product created by Supplier in the course of providing the Services shall vest in and be the absolute property of Customer. Supplier hereby assigns (or shall procure the assignment of) all such rights to Customer with full title guarantee. Supplier shall (and shall require that Supplier Personnel) give Customer all reasonable assistance and execute all documents necessary to assist and/or enable Customer to perfect, preserve, register and/or record its rights in any Work Product. Supplier shall require Supplier Personnel to execute an assignment of invention agreement with Supplier before such personnel provide Services or prepare Work Product under this Agreement or any SOW. All Work Product is the sole property of Customer and is deemed for all purposes under this Agreement and any SOW as Customer's Confidential Information.

F. LIABILITY. Notwithstanding any other provision in these Terms, nothing limits either Party's liability for death or personal injury caused by the other Party's negligence.

G. TERMINATION FOR CONVENIENCE. Section 13.2 (*Termination for Convenience*) is deleted in its entirety and replaced with:

13.2. Termination for Convenience. Customer may, upon six (6) months notice, terminate the Purchase Order in whole or in part at any time for its convenience upon written notice to Supplier. Unless otherwise directed by Customer, upon receipt of Customer's termination notice, Supplier shall (i) stop work as directed, (ii) place no further subcontracts or orders except as necessary to complete the continued portion of the Purchase Order, and (iii) terminate all subcontracts and orders to the extent that they relate to the terminated work. Supplier shall submit a final termination settlement to Customer within ninety (90) calendar days from the effective date of the termination for convenience. Customer is not liable for lost or anticipated profits, unabsorbed indirect costs or overhead, or for any sum in excess of the charges set forth in the Purchase Order.

H. GOVERNING LAW; VENUE. Section 16.9 (*Governing Law; Venue*) of these Terms is deleted in its entirety and replaced with:

16.9. Governing Law; Venue. This Rider, including these Terms and the Purchase Order, shall be governed by and construed in accordance with the laws of England and Wales. All Disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.



SWITZERLAND RIDER:

The following amends (and to the extent of any conflict, shall override) the Terms and apply specifically to Purchase Orders where (i) Goods are delivered or (ii) Services are performed in Switzerland:

- A. INTELLECTUAL PROPERTY RIGHTS.** Section 9.1 (*Work(s) Made for Hire*) of the Master Agreement is deleted in its entirety and replaced with:

5.1.1 Work Product. All Intellectual Property Rights (including moral rights as far as these can be assigned) in any Work Product created by Supplier in the course of providing the Services shall vest in and be the absolute property of Customer. Supplier hereby assigns (or shall procure the assignment of) all such rights to Customer with full title guarantee. Supplier shall promptly execute any further documents necessary to confirm Customer's ownership of all Intellectual Property Rights in the Work Product.

- B. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.** Section 10.6 is deleted in its entirety and replaced with:

10.6. EXCEPT AS SPECIFIED IN THESE TERMS OR THE PURCHASE ORDER, NEITHER PARTY MAKES TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW. ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SUBJECT MATTER OF THE PURCHASE ORDER.

- C. LIABILITY.** Section 14 (*Limitation of Liability*) of these Terms is deleted in its entirety and replaced with:

14. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO (i) SUPPLIER'S DEFENSE AND INDEMNIFICATION OBLIGATIONS, AND (ii) LOSSES ARISING FROM A PARTY'S ILLEGAL ACTS, FRAUDULENT MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT: (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES, OR FOR ANY LOST PROFITS OR LOSS OF USE LOSSES, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT OR HOWSOEVER CAUSED, IN CONNECTION WITH OR ARISING OUT OF THESE TERMS OR THE PURCHASE ORDER, WHETHER OR NOT THE POSSIBILITY OF SUCH LOSSES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND (B) NEITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE PURCHASE ORDER FOR DIRECT LOSSES SHALL EXCEED THE GREATER OF: (x) THREE (3) TIMES THE AGGREGATE FEES PAID OR PAYABLE BY CUSTOMER TO SUPPLIER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM, LOSS OR LIABILITY, OR (y) TWO MILLION U.S. DOLLARS (\$2,000,000). NOTWITHSTANDING ANY OTHER PROVISION IN THESE TERMS, NOTHING LIMITS EITHER PARTY'S LIABILITY FOR UNLAWFUL INTENT, DEATH OR PERSONAL INJURY CAUSED BY THE OTHER PARTY'S NEGLIGENCE AND LIABILITY UNDER THE SWISS PRODUCT LIABILITY ACT. HOWEVER, LIABILITY FOR MINOR NEGLIGENCE AND FOR ASSOCIATES (AUXILIARIES) IS EXPLICITLY EXCLUDED.

- D. GOVERNING LAW; VENUE.** Section 16.9 (*Governing Law; Venue*) of these Terms is deleted in its entirety and replaced with:

16.9. Governing Law; Venue. This Rider, including these Terms and the Purchase Order, shall be governed by and construed in accordance with the laws of England and Wales. All Disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.