

Argo Purchase Order Terms and Conditions
(2017.9.15)

1. DEFINITIONS

“**Customer**” means Argo AI, LLC any legal entity, controlled by, or under common control with Argo AI, LLC.

“**Products**” means respectively any products, components and/or services described in an Order.

“**Order**” means an order signed by Customer (in written or electronic format) for the delivery of Products and/or the provision of Services to Customer.

“**Price**” means the price for Products as set out in the Order.

“**Supplier**” means the entity identified in an Order as responsible for supplying Products to Customer.

“**Terms**” means these Purchase Order Terms and Conditions.

2. ACCEPTANCE OF ORDER

The Order will be deemed to be accepted by Supplier upon earlier of: (a) Supplier’s execution and return of an acknowledgement copy of the Order, (b) after five (5) days of issuance by Customer, absent written notification from Supplier to Customer of non-acceptance, or (c) commencement of performance. These Terms shall apply to every Order. Additional or different terms proposed in Supplier’s acceptance of the Order or otherwise are hereby rejected. Acceptance of Products delivered under the Order shall not constitute acceptance of Supplier’s additional or different terms and conditions.

3. PRODUCTS

It is a condition of the Order that: (a) all Products meet the specifications referred to in the Order as to quantity, quality, and description, any other information or instructions specified or made known to Supplier, and all applicable safety standards, and (b) the services are provided in accordance with the terms of the Order and are executed with professional care, skill, and diligence by properly qualified and experienced personnel. Any forecast or similar information the Order may provide will not bind Customer to Supplier, and any expenditures and commitments by Supplier in anticipation of Customer’s requirements shall be at Supplier’s sole risk and expense.

4. DELIVERY

TIME IS OF THE ESSENCE. The time and place of delivery of Products are as specified in the Order. If Products are not delivered in accordance with the Order, Customer reserves the right, without liability, in addition to other remedies, to cancel the entire or the applicable portion of the Order. If Products are not delivered in accordance with the Order, Supplier shall be responsible for any additional expenses necessary to deliver Products in an expedited manner or in a manner requested by Customer. Early or partial performance or delivery of the Order or any part thereof is not permitted unless approved in writing by Customer. Unless otherwise stated in an Order or approved by Customer, delivery shall be FCA [Seller's facility], Incoterms 2020. Title to and risk of loss of all Products shall pass to the Customer upon Seller's delivery to carrier at point of shipment, unless the Order states otherwise, without prejudice to any right of Customer to reject such Products under these Terms or otherwise. Supplier shall package and label all Products in a manner suitable for transit and storage, at Supplier's expense and in accordance with the Order. Supplier shall immediately notify Customer of any expected delay.

5. CHANGES AND CANCELLATIONS

Customer reserves the right to delay the delivery of Products and to modify the Order. Customer reserves the right to cancel the Order prior to commencement of delivery, except as to any custom or non-standard products.

6. ACCEPTANCE

All Products are subject to inspection and testing by Customer. In any case where Products (whether or not inspected or tested by Customer) do not comply with the requirements of the Order, Customer has the right to repair such Products at the expense of Supplier or to reject such Products. When rejecting Products, Customer shall give notice of rejection to Supplier specifying the reasons for the rejection, and shall return any rejected Products to Supplier at Supplier's risk and expense. Supplier shall, without being granted an extension of the delivery period, replace any rejected Products with conforming Products. If Supplier fails to replace within a reasonable time any rejected Products with conforming Products, Customer has the right to purchase replacement Products from another source. Any money paid by Customer to Supplier in respect of the rejected Products, together with any additional expenditure over and above the Price reasonably incurred by Customer in obtaining replacement Products, shall be paid by Supplier to Customer within thirty (30) days after receipt of the relevant invoice.

7. PRICES; PAYMENT

The Prices shall include all royalties, license fees, taxes, excises, duties and costs, both direct and indirect, of supplying all Products; provided that any applicable Value Added Tax shall be specified as a separate line item on any invoice.

Customer shall only be obligated to pay the Prices for Products specified in the Order. Customer may deduct any monies due from Supplier to Customer from any monies due or becoming due to Supplier. If Products have been accepted by Customer in accordance with the Order, Customer shall, unless otherwise shown on the Order, pay the invoiced amount within thirty (30) days from the end of the month during which the invoice relating to the Order is received by Customer. Supplier shall ensure that the invoice relating to the Order is received by Customer within seven (7) working days from the date of Seller's shipment of Products and shall state the Order number. Customer shall have no obligation to pay any invoice which bears a date which precedes the shipment date or is otherwise incorrect or incomplete.

8. INTELLECTUAL PROPERTY

With respect to any Products that consist of, contain, or are furnished with software or documentation, Supplier hereby grants to Customer a non-exclusive, non-transferable (except in connection with a sale of the Products by Customer to third-party purchasers or a sale of the relevant business or assets of Customer), license under all of Supplier's intellectual property rights in and to such software and documentation, as may be necessary for Customer to exploit such Products.

If Supplier manufactures Products to specific instructions of Customer or takes photographs or creates other media, Supplier hereby assigns and shall assign and transfer to Customer, all rights, title and interest in and to any and all intellectual property rights related to such Products (including ancillary rights to software, inventions, drawings, designs, photographs, images, other copyrightable materials, feasibility studies, improvements, developments and discoveries etc.) made, conceived, reduced to practice, or originated as a result of Customer ordering any Products from Supplier (collectively, the "Inventions"). The Inventions will be the sole property of Customer, and Supplier shall co-operate in the execution of any formalities necessary to effectuate the transfer of the ownership of such intellectual property rights and to enable Customer to obtain, perfect, defend and enforce its rights in and to all such Inventions.

If, pursuant to the Order, any Products which are protected by one or more intellectual property rights owned by Customer are provided by Customer to Supplier, Supplier shall be licensed to use these intellectual property rights for the execution of the concerned Order only, and Supplier shall not in any way, by implication or otherwise, claim title or any other rights to such intellectual property rights and derivative work.

9. CONFIDENTIALITY

The existence and terms of the order (including these terms), along with any data, specifications, drawings, technology or other information or materials that are provided by Customer in connection with the order, any information or materials that are related to Customer's business, technology, prospects, or financial condition, and any other proprietary or confidential

information of Customer which Supplier may obtain from Customer, including all Supplier information derived from or incorporating any of the foregoing, shall be deemed to be Customer's confidential information, and shall be maintained by Supplier as confidential using at least the same degree of care that Supplier uses to protect its own confidential information, and not less than reasonable care. Supplier shall not disclose any such information or materials and the Customer identity to third parties or use or copy such information or materials other than as is necessary to satisfy the requirements of the order. Supplier shall promptly return or destroy, when and as requested by Customer, all of the foregoing information and materials.

SUPPLIER SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF CUSTOMER, ADVERTISE OR PUBLISH IN ANY WAY THE FACT THAT SUPPLIER HAS CONTRACTED TO SUPPLY PRODUCTS TO CUSTOMER.

10. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL CUSTOMER BE LIABLE FOR ANTICIPATED OR LOST PROFITS OR FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF THESE TERMS OR AN ORDER.

CUSTOMER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF ALL CLAIMS OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF THESE TERMS OR AN ORDER, OR FROM THE PERFORMANCE OR BREACH THEREOF, SHALL NOT EXCEED THAT PORTION OF THE TOTAL ORDER PRICE ALLOCABLE TO THE PRODUCTS, THE SERVICES, OR THE UNIT(S) THEREOF WHICH GAVE RISE TO THE CLAIM. CUSTOMER SPECIFICALLY REJECTS, AND SHALL NOT BE LIABLE FOR, ANY CANCELLATION CHARGES, LATE FEES, PENALTIES, OR LIQUIDATED DAMAGES.

11. INDEMNITIES

Supplier shall defend, indemnify and hold harmless Customer, its agents, employees, officers, customers, successors, and assigns from and against any and all claims, demands, actions, suits, damages, losses, liabilities and costs (including settlement costs and attorneys' fees) ("Claims") arising from or with respect to: (a) any violation or alleged violation by Supplier of applicable laws or regulations, (b) any infringement or alleged infringement of any intellectual property rights in connection with the Order or the Products, or (c) any actual or alleged loss, damage to, or destruction of property and/or death, illness or injury to any person arising out of any defects or hazards in Products, or Supplier's performance of, or failure to perform, any of Supplier's obligations pursuant to an Order.

The foregoing obligations will apply regardless of whether the loss in question arises in part from any negligent act or omission of Customer or whether Customer is deemed to be strictly liable. Supplier shall defend or settle all Claims utilizing counsel approved by Customer. Customer may participate in the defense without relieving Supplier of its obligations hereunder and Supplier will at all times consult with and keep Customer apprised of the status of any Claims. Supplier will not settle any Claim without the written consent of Customer. In the event of an infringement Claim, Supplier, at its own expense, shall put forth a reasonable effort to promptly: (a) obtain the right for Customer to continue to sell, use and distribute Products, or (b) modify Products so as to eliminate the purported infringement while still complying with all the requirements of the Order.

12. INSURANCE

Supplier and subcontractors engaged by Supplier shall maintain insurance policies with reputable insurance companies against all insurable liability under the Order against all of Supplier's liabilities under Section 11 (Indemnities). Such insurance shall also include, but not limited to: commercial general liability insurance with public liability, product liability, premises, operations, property damage, automobile liability, worker's compensation, contractual liability, and employer's liability coverage. Such insurance policies shall name Customer as an additional insured. In the event that Customer sustains damage as a result of an event insured by Supplier, Customer shall be exclusively entitled to receive the insurance compensation for the total amount of the damage suffered by Customer. Supplier authorizes Customer to directly contact the insurer and to demand such payment. Supplier shall perform any additional acts which are necessary to assign its rights to such insurance payments to Customer. Supplier agrees to submit certificates of insurance, evidencing its insurance coverage when requested by Customer.

13. TERMINATION

Notwithstanding any contrary provisions of these Terms or the Order, Customer may terminate the Order at any time, in whole or in part, with no liability or obligation to Supplier, by written notice to Supplier, if: (a) Supplier fails to comply with any of the terms and conditions of the Order (including these Terms), Supplier submits a voluntary bankruptcy petition, becomes subject to involuntary bankruptcy proceedings, or otherwise becomes insolvent, dissolves, ceases to conduct its business in the ordinary course, or a receiver in bankruptcy is appointed, or takes possession of or sells an asset of Supplier, or (c) Supplier is acquired by or merged with any third party. If any of the events described in subsections (a)-(c) above occurs or is about to occur, Supplier shall notify Customer immediately, and Customer may, at its discretion and in addition to any of its other rights, return at Supplier's risk and expense any Products delivered which are no longer usable, and claim a refund of the payments made for these Products, or, after a written notification to Supplier, complete the Order itself or engage a third party to do so. Sections 1, 8,

9, 10, 11, 14, 15, and 16 will survive any termination or expiration of the Order and these Terms, along with any other rights and obligations that are intended by the parties to survive.

14. WARRANTIES

Supplier represents and warrants that: (a) the Products will be new and free from defects in workmanship, materials, manufacture, and design, and will be free and clear of any liens, claims, encumbrances and other restrictions; (b) all Products will conform to any applicable specifications and other requirements; (c) the Products will be merchantable, fit for Customer's particular purposes, and sufficient for the uses intended by Customer; (d) the Products, and Supplier's performance under the Order and these Terms, will comply in all respects with any applicable statutes, laws, rules or regulations; and (e) the purchase, sale, use, and license of Products will not infringe the intellectual property rights of a third party.

The foregoing warranties are in addition to all other warranties of Supplier, express or implied, and shall survive any delivery, inspection, acceptance and payment by Customer. Customer's approval of Supplier's materials or designs shall not relieve Supplier of the warranties set forth herein. The foregoing warranties in sections (a) and (c) shall be effective for a period of two (2) years from the date of Customer's final acceptance of the applicable Products. This warranty shall run to Customer's customers and users of its Products. The warranty period shall be extended by the amount of time the Products cannot be used due to a defect covered by this warranty.

If any Product or Service does not conform to the foregoing warranties, Customer may, at its sole discretion, (i) require Supplier to deliver a replacement, or repair the Product no later than ten (10) days after Customer's notice of non-compliance, (ii) repair or replace the non-conforming Product itself and recover its reasonable expenses related thereto from Supplier, or (iii) return such non-conforming Product to Supplier, at Supplier's expense, and recover from Supplier the Price thereof.

The foregoing remedies are in addition to all other remedies at law or in equity or under this Order, for damages or otherwise.

15. GOVERNING LAW; ENTIRE AGREEMENT

The Order and these Terms are governed by and shall be construed in accordance with the laws of the State of Pennsylvania, USA without regard to conflict of laws provisions. Customer and Supplier irrevocably consent to the exclusive jurisdiction of the state and federal courts situated in the federal Western District of Pennsylvania, for any action arising out of or connected to the provisions of the Order and these Terms.

The Order (including these Terms) constitutes the entire agreement between Supplier and Customer for Products purchased hereunder and supersedes all prior written or oral understandings or agreements relating to the same. Any modification of this Order shall be in writing and shall be signed by Customer.

16. GENERAL

Supplier may not assign, transfer, or subcontract any of its rights or obligations under the Order without the prior written consent of Customer. Such consent shall not release Supplier from any obligations or liability arising from an Order. The rights and remedies afforded to Customer under these Terms are in addition to, and not exclusive of, any and all statutory and common law rights available to Customer. A failure or delay of Customer to exercise any right or remedy provided by these Terms or by law shall not constitute a waiver of that right or remedy. Supplier and Customer are independent contractors; neither is an agent or employee of the other or has any authority to assume or create any obligation or liability of any kind on behalf of the other. If any part of this Order and these Terms is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.