

Argo Purchasing Terms and Conditions

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Table of Contents

1. Definitions
2. Scope and Applicable Terms
3. Purchase Orders
4. Changes
5. Quality
6. Performance and Delivery
7. Price, Payment, Taxes, and Setoff
8. Inspection, Acceptance, and Rejection
9. Warranty
10. Intellectual Property Rights
11. Data, Privacy, & Security
12. Supplier's Technical Information
13. Updates, Maintenance, and Support
14. Buyer Furnished or Funded Items
15. Confidentiality
16. General Indemnification
17. Intellectual Property Infringement Indemnification
18. Insurance
19. Cost Saving Initiatives
20. Stop Work Order
21. Termination for Convenience
22. Termination for Default
23. Claims
24. Supplier's Obligations on Expiration or Termination
25. Recalls and Other Field Service Actions
26. Compliance
27. Global Trade Compliance
28. Competition Law
29. Information Provided to a Government
30. Environmental, Health, and Safety; Substance and Materials Reporting and Compliance
31. Social and Environmental Responsibility
32. Certification
33. Disaster Recovery and Business Continuity; Supply Continuity
34. Audit Rights and Financial Information
35. Service Parts
36. Force Majeure
37. Subcontracting
38. Assurance of Performance
39. Duty to Proceed
40. Electronic Systems
41. General

Exhibit 1 Buyer Funded Property

Exhibit 2 Privacy Practices and Security Safeguards

Exhibit 3 Recalls and Other Field Service Actions

Exhibit 4 Information Provided to a Government

Exhibit 5 Substance and Materials Reporting and Compliance

Exhibit 6 Audit Rights and Financial Information

1. Definitions.

- 1.1. “Buyer” means Argo AI, LLC or one of its Related Companies identified as the buyer in the Contract.
- 1.2. “Buyer Background Intellectual Property” means any Intellectual Property Rights (i) owned by Buyer or any of its Related Companies prior to Supplier’s performance of an applicable Contract, along with any derivatives, modifications and improvements thereof and (ii) any Intellectual Property Rights authored, made, conceived or reduced to practice solely by Buyer without contribution by Supplier.
- 1.3. “Buyer Confidential Information” has the meaning set forth in Section 15.1(b).
- 1.4. “Buyer’s Customers” means any third party that licenses, purchases, subscribes to, or otherwise engages Buyer or any of its Related Companies for the provision of, any goods or services, including autonomous vehicle technology goods or services.
- 1.5. “Buyer Data” means all data and information which is collected, transmitted, stored, processed, derived from or used by, on behalf of, or relating to Buyer or the Goods.
- 1.6. “Buyer Funded Property” means Tooling, equipment, materials, and other items that are (i) owned by Buyer and placed in the possession or control of the Supplier and/or (ii) acquired by the Supplier for its use in connection with a Contract and the Contract indicates that Buyer will own, purchase, or reimburse Supplier for such Tooling, equipment, material, or other items.
- 1.7. “Confidential Information” and related terms are defined in Section 15.
- 1.8. “Contract” means any master supply agreement, statement of work (including engineering statements of work), and/or Purchase Order entered into by the Parties that references these Purchasing Terms and Conditions.
- 1.9. “Copyleft Materials” has the meaning set forth in Section 9.2(e).
- 1.10. “Costs” include any and all costs, damages, losses, settlements, judgements, fines, and expenses (including actual fees for attorneys, experts and consultants, other recoveries or amounts, and costs associated with obtaining alternate goods or services) incurred, claimed, or awarded against an Indemnified Person in connection with Section 16, Section 17, or any other Supplier indemnification obligation.
- 1.11. “Delivery Dates” means the date of delivery for Goods and/or completed performance of Services as specified in a Contract.
- 1.12. “Diverse Business” has the meaning set forth on the Supplier Information Page located at <http://argo.ai/suppliers>.
- 1.13. “Failure” means an Epidemic Failure or a Field Failure, each as defined in the “Recalls and Other Field Service Actions” exhibit attached hereto as Exhibit 3.
- 1.14. “Financial Reports” means any income statements, balance sheets, cash flow statements and supporting data.

- 1.15. “Force Majeure Event” means any of the following causes or events beyond the reasonable control of a Party that are not attributable to its fault or negligence: fire, flood, earthquake, and other extreme natural events, acts of God, riots, civil disorders, labor problems (including strikes, lockouts, and slowdowns regardless of their lawfulness), and war or acts of terrorism whether or not declared as such by a Government. Force Majeure Events also include delays or nonperformance of a subcontractor, agent or supplier of a party only if and only to the extent that the cause or event would be a Force Majeure Event as defined herein.
- 1.16. “Foreground Intellectual Property” means all Intellectual Property Rights authored, made, conceived or reduced to practice by Supplier, with or without contribution by Buyer, in performing pursuant to a Contract or otherwise included into any Goods, along with all Intellectual Property Rights jointly developed by Supplier and Buyer.
- 1.17. “General Purchasing Documents” means these Purchasing Terms and Conditions and the Supplier Standards.
- 1.18. “Goods” means all goods, products, supplies, equipment, service parts, components, assemblies, accessories, raw materials, materials, documents, hardware, Services, Buyer Funded Property (excluding items provided by Buyer), Software, software as a service, Buyer Data, and Supplied Data ordered by Buyer and/or provided, delivered, and/or developed by Supplier pursuant to a Contract.
- 1.19. “Government” means an entity, including the United States Environmental Protection Agency, the United States National Highway Traffic Safety Administration, the Commission of the European Union, and competent authorities of each European Union Member State (e.g., market surveillance and antitrust authorities), that claims a right to investigate or regulate the Goods, the vehicles into which the Goods may be installed, Buyer, Supplier, any Related Companies, or Buyer’s Customers.
- 1.20. “Government Requirement” means any law, rule, regulation, directive, national implementing legislation, requirement, ordinance, and/or standard of a Government, including: those that apply to motor vehicles in general or specific components installed in them; emissions controls; safety; hazardous materials; recycling; end-of-life disposal; and chemicals, including any (i) registration, notification, authorization, restriction, or ban obligations; and (ii) hazard classification, labeling, packaging, safety data sheet, or safe use compliance and communication obligations. A Government Requirement may include specific warranty periods or terms of coverage, or a period of time during which Buyer may be required to conduct a Field Service Action as defined in the “Recalls and Other Field Service Actions” exhibit attached hereto as Exhibit 3.
- 1.21. “Indemnified Persons” means Buyer, its Related Companies, Buyer’s Customers, and each of their directors, officers, and employees.
- 1.22. “Inspection Period” has the meaning set forth in Section 8.2.
- 1.23. “Intellectual Property Rights” means any and all worldwide industrial and intellectual property rights and all rights associated therewith, including all patents and outstanding applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data, Technical Information, proprietary processes and formulae, algorithms, specifications, customer

lists and supplier lists, all industrial designs and any registrations and outstanding applications therefor, all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and outstanding applications therefor, internet domain names, all copyrights, copyright registrations and outstanding applications therefor, and all other rights corresponding thereto, all mask works, mask work registrations and outstanding applications therefor, all computer software, including all embedded software, source code, object code, firmware, development tools, files, records and data, and any similar or equivalent rights to any of the foregoing, and all tangible embodiments of the foregoing.

- 1.24. “Party” means Buyer or Supplier.
- 1.25. “Parties” means Buyer and Supplier.
- 1.26. “Purchase Order” means Buyer’s written order for Goods, including any changes thereto.
- 1.27. “Purchasing Terms and Conditions” means these Argo Purchasing Terms and Conditions.
- 1.28. “Quality Requirements” has the meaning set forth in Section 5.1.
- 1.29. “Related Companies” means (i) the parent company holding a majority interest of a Party and (ii) any subsidiary or affiliate in which the Party or their parent company owns or controls the majority voting stock, partnership interest or other ownership interest.
- 1.30. “Securely Eliminate” has the meaning set forth in Section 5.5.
- 1.31. “Sensitive Nonconforming Items” has the meaning set forth in Section 5.5(d).
- 1.32. “Services” means all services provided or to be provided by Supplier, including design, development, engineering, customization, support, maintenance and/or other services.
- 1.33. “Software” means software including source code, firmware, embedded software, and binary files and includes any updates, upgrades, and enhancements, provided or to be provided to Buyer in accordance with these Purchasing Terms and Conditions.
- 1.34. “Stop Work Period” has the meaning set forth in Section 20.
- 1.35. “Supplied Data” means any data or metadata, including but not limited to digital data, that is related to Supplier’s production, delivery, logistics, quality, volume or similar business information regarding the Goods.
- 1.36. “Supplier” means the legal entity providing Goods or otherwise performing work pursuant to a Contract.
- 1.37. “Supplier Background Intellectual Property” means any Intellectual Property Rights owned by Supplier prior to Supplier’s performance of an applicable Contract, along with any derivatives, modifications and improvements thereof.
- 1.38. “Supplier Confidential Information” has the meaning set forth in Section 15.1(a).
- 1.39. “Supplier Information Page” means the Supplier information page located at <http://argo.ai/suppliers> (or such other location identified in writing by Buyer).

- 1.40. “Supplier Standards” means the additional Buyer specified requirements for Suppliers, including matters like packaging, shipping, service parts, taxes, environmental, chemical, health and safety, and obsolescence requirements.
- 1.41. “Technical Information” means all technical information relevant to the manufacturing, installation, assembly, or use of the Goods, and includes, engineering, package and installation drawings, specifications, testing protocols and results, documents, data, source code, and other information relating to the Goods.
- 1.42. “Third Party Works” means any works that include content that is not an original work of Supplier and invoke Intellectual Property Rights of any third party.
- 1.43. “Tooling” means all prototype and production tools, dies, fixtures, jigs, gauges, molds, patterns, drawings, and related software, and all accessions, appurtenances, modifications, repairs, refurbishments, and replacements for any of the foregoing.
- 1.44. “Warranty Period” has the meaning set forth in Section 9.3.

2. **Scope and Applicable Terms.**

- 2.1. Scope. These Purchasing Terms and Conditions apply to any Purchase Order issued by Buyer and any Contract.
- 2.2. Terms. Subject to the remainder of Section 2.2 and Section 2.4, each Contract shall be subject to and governed by the version of the General Purchasing Documents in effect at the time the Contract is entered into, any documents issued by the Buyer, and any other documents signed by Supplier and an authorized representative of Buyer. The General Purchasing Documents are available at the Supplier Information Page or upon request from Buyer. No other terms or conditions will apply, including any contract terms that may have been submitted by Supplier or included in any of Supplier’s documentation. Buyer expressly rejects any additional or inconsistent terms and conditions, whether or not such terms or conditions alter these Purchasing Terms and Conditions and regardless of Buyer’s acceptance of or payment for Goods. To the extent that there is a conflict between the General Purchasing Documents and a Contract, the terms of the General Purchasing Documents shall govern unless the conflicting term in the Contract expressly refers to the term of the General Purchasing Documents that the Contract overrides and states that the intent is to override such term.
- 2.3. Supplier Standards. Buyer may publish and issue Supplier Standards. Buyer may maintain Supplier Standards at the Supplier Information Page or such other location identified by Buyer in writing to Supplier. Supplier Standards are part of the Contract and are binding on Supplier and Buyer. Supplier shall comply with the Supplier Standards. These Purchasing Terms and Conditions will take precedence in the event of any conflict with a Supplier Standard, except to the extent that the Supplier Standard specifies otherwise.
- 2.4. Updates to the General Purchasing Documents. Buyer may update the General Purchasing Documents with changes at any time. Changes to the General Purchasing Documents shall apply to and be binding upon Supplier for (i) future Contracts and (ii) existing Contracts on the effective date identified by Buyer if Buyer notifies Supplier of the change and effective date in writing.

2.5. Exceptions to General Purchasing Documents. Subject to Section 2.4, no amendment or change to, modification of, or deviation from the General Purchasing Documents will be binding on the Buyer unless the amendment, change, modification, or deviation is in writing, signed by an authorized representative of Buyer, and expressly refers to the term of the General Purchasing Documents that it overrides and states that the intent is to override such term.

3. **Purchase Orders.**

3.1. Acceptance.

(a) When Buyer issues a Purchase Order, the Purchase Order is accepted by and binding upon Supplier upon the earlier of (i) Supplier notifying Buyer of Supplier's acceptance of the Purchase Order, or (ii) Supplier begins performance of the Purchase Order.

(b) However, Section 3.1(a) shall not apply (i) in the event Buyer issues a change to a previously accepted Purchase Order, in which case the change shall be binding upon and deemed accepted by Supplier when Buyer orders the change; (ii) to a Purchase Order issued by Buyer if the Parties have entered into a master supply agreement in which Supplier committed to sell Goods at an agreed upon price or a statement of work, in which case the Purchase Order shall be binding upon and deemed accepted by Supplier when Buyer issues the Purchase Order; or (iii) in the event Buyer issues a Purchase Order in accordance with Section 9.5, .

3.2. Forecasts. Supplier shall provide the quantity and types of Goods identified in the Contract, provided that any estimates, forecasts, or volume projections identified as such in Buyer's Contract are non-binding upon each Party. Similarly, any estimates, forecasts, or volume projections issued by Buyer outside of the Contract are non-binding upon each Party and are for informational purposes only. Supplier agrees to discuss forecasts with Buyer, including Supplier's potential ability to perform to such future needs.

4. **Changes.**

4.1. Contract Changes. Buyer may make changes to the Contract at any time, including changes to the Goods, design, specifications, engineering level, statement of work, flowdown requirements from contracts between Buyer and Buyer's Customers, quality requirements, volumes, materials, packaging, shipping date, or time or place of delivery. Buyer will provide Supplier with notice of any change through an amendment or revision to the Contract, or by written notice. Supplier will make all changes ordered by Buyer. Supplier may not make any change on its own without first obtaining Buyer's written consent.

4.2. Impact on Cost. Supplier will promptly notify Buyer in writing if the proposed change will affect cost or timing and provide substantiation of Supplier's determination. Except to the extent Buyer agrees otherwise in writing, prompt notification means no later than three business days after the date Buyer proposed a written change. If Buyer determines that an adjustment is appropriate, Buyer and Supplier will negotiate an equitable price adjustment (up or down), a change in shipping or delivery terms, or other appropriate adjustment, and document any agreed upon adjustments in a writing signed by both Parties. If Buyer and Supplier cannot agree on an equitable adjustment, then Supplier shall perform the Contract, as changed by Buyer, without any equitable adjustment. If Buyer determines that no equitable adjustment is appropriate, Buyer will advise Supplier in writing and state Buyer's reasons and Supplier shall continue its performance of the Contract as changed by Buyer.

4.3. Supplier acknowledges and agrees that changes to the delivery or performance schedule, or any other Contract terms that incorporate flexibility for variations or modifications, are normal and anticipated in the course of the program. Supplier further agrees that any cost increases for such changes are included in the prices provided under the Contract, and that any such change does

not necessitate a cost increase under Section 4. Notwithstanding the foregoing, if any change is the result of a requirement by Buyer's Customers, Supplier is entitled to an equitable adjustment only to the extent that Buyer receives an applicable adjustment from Buyer's Customers.

5. Quality.

- 5.1. Program. Supplier will promote continuous quality improvement in the manufacture, production and distribution of the Goods. Supplier shall, at its own expense, comply with the quality assurance processes, inspections, requirements, and standards specified by Buyer, including Buyer's production part approval process requirements, ISO 9001, ISO/TS 16949 or QS-9000, ISO 14001, ISO 26262, ISO 27001, ISO 27002, ISO/SAE 21434, TISAX, ISO/PAS 21448:2019, and other requirements identified by Buyer ("Quality Requirements"). Supplier shall certify compliance with the Quality Requirements, where applicable, or provide evidence of compliance (e.g., third party audit reports) where certification is inapplicable.
- 5.2. Notification and Location. Supplier shall immediately notify Buyer, in writing, of any failure of Supplier and/or the Goods to comply with any Quality Requirements. Without Buyer's prior written consent, Supplier may not change the manufacturing location, processes, components, or materials.
- 5.3. Support. If Buyer determines that Supplier has or is at risk of failing to meet the Quality Requirements, Supplier agrees to undertake, at Supplier's sole cost and expense, the quality improvements designated by Buyer, including third party activities involving oversight and mitigation.
- 5.4. Supplier Root Cause Analysis. Upon Buyer's written request, Supplier will provide root cause analysis Services, including investigation of the alleged or actual issue, on a representative sample set of Goods. Supplier root cause analysis Services performed during the Warranty Period shall be performed at no charge to Buyer. For root cause analysis Services performed on Goods outside of a Warranty Period, Buyer shall only be responsible to Supplier for mutually agreed upon costs, documented in writing, for such Services. Shipment of any Goods, under warranty, to Supplier for the purpose of root cause analysis Services, including associated shipping charges, is the responsibility of the Supplier.
- 5.5. Protecting Buyer's Intellectual Property.
 - (a) Supplier agrees to inform Buyer in writing of any Sensitive Nonconforming Items, except to the extent that Buyer notifies Supplier of the Sensitive Nonconforming Items by identifying the items as Sensitive Nonconforming Items, rejecting a Good per Section 8, or filing a warranty claim per Section 9 (all of which constitute notification per this Section 5.5).
 - (b) In addition to Supplier's other obligations in these Purchasing Terms and Conditions, Supplier agrees to undertake the following at Supplier's expense: (i) deliver any Sensitive Nonconforming Items, at Buyer's written request, to Buyer for Buyer's analysis, (ii) retake possession of and/or retain Sensitive Nonconforming Items, at Buyer's written request, for the limited purpose identified by Buyer in writing, (iii) Securely Eliminate Sensitive Nonconforming Items at Buyer's request, and/or (iv) if the Sensitive Nonconforming Items are in Supplier's possession or made available to Supplier and Buyer does not, within thirty (30) days of the notice per Section 5.5, ask Supplier to repair the Sensitive Nonconforming Items or undertake any of the actions in 5.5 (i)-(iii), Supplier shall Securely Eliminate the Sensitive Nonconforming Items.
 - (c) For the avoidance of doubt, in the event Supplier fails to provide notice per Section 5.5(a) and Supplier destroys or otherwise disposes of Sensitive Nonconforming Items, Supplier must Securely Eliminate Sensitive Nonconforming Items at Supplier's expense.

(d) “Sensitive Nonconforming Items” means any nonconforming and/or scrap Goods (including components and materials) containing Buyer Confidential Information, Buyer Background Intellectual Property, and/or Foreground Intellectual Property. “Securely Eliminate” means to promptly and securely eliminate any Sensitive Nonconforming Items in an appropriate manner that eliminates any Buyer Confidential Information, Buyer Background Intellectual Property, and Foreground Intellectual Property in such Sensitive Nonconforming Items while complying with Government Requirements and the General Purchasing Documents.

6. Performance and Delivery.

- 6.1. Timeliness. Time is of the essence in Supplier's performance of the Contract, and Supplier shall deliver Goods and perform Services in strict conformity with the Contract and Delivery Dates.
- 6.2. Delays. Whenever there is an actual or threat of delay to the timely performance of a Contract, Supplier shall (i) immediately notify Buyer in writing of the circumstances and the probable length of any actual or anticipated delay and (ii) promptly notify Buyer in writing of Supplier's plan to ensure timely performance of Supplier's obligations. Supplier shall take, and pay for, all activity to mitigate the potential impact of any such actual or potential delay. Any review or approval by Buyer of Supplier's plans to avoid or mitigate delays shall not waive of any Buyer's rights.
- 6.3. BOM Lead Time Notifications. Supplier agrees to keep Buyer updated on lead times (and changes thereto) for any bill of materials related to the Goods, even if Buyer has not placed or already placed a Purchase Order for Goods.
- 6.4. Delivery. Unless otherwise agreed by the Parties in writing, all Goods shall be delivered DDP (Delivered Duty Paid) to the location designated by Buyer (Incoterms® 2020). Title and risk of loss will pass at the time and place of delivery.
- 6.5. Packing, marking, labeling, and shipping. Supplier will comply with Buyer's requirements for packing, marking, labeling and shipping. Supplier shall ensure that the Goods are packaged to prevent damage during shipping. Supplier will ship only the quantity of Goods specified by Buyer in a Purchase Order.

7. Price, Payment, Taxes, and Setoff.

- 7.1. Price and currency. The price for Goods listed in the Purchase Order, or to the extent applicable, a master supply agreement, reflects the totality of the amounts due for the Goods. Unless otherwise specified in the Contract, payments will be made in U.S. Dollars. Supplier also agrees to provide all quotes and invoices in U.S. Dollars, unless Buyer requests otherwise in writing.
- 7.2. Preferred pricing. Supplier's prices to Buyer shall at all times be at least as favorable as those that Supplier offers to any other customer who purchases the same or similar types of Goods. Upon Buyer's request, Supplier shall provide Buyer with a written letter certifying compliance with this section.
- 7.3. Taxes.
 - (a) The price for Goods listed in the Purchase Order, or to the extent applicable, a master supply agreement, reflects the totality of the amounts due for the Goods. Unless otherwise stated in the Purchase Order or in this Section 7.3, all payments or prices are exclusive of any transactional taxes, including sales and use, value-added, goods and services, or any other taxes, surcharges, fees or duties (“Taxes”) levied in regard to any of the transactions covered by the Purchase Order. Supplier is responsible for managing and complying with all such Taxes.

(b) Supplier will bear and pay all applicable taxes of the United States or any state or any foreign government including political subdivisions of any of them, which are based on or measured by net income, gross income or gross receipts including any withholding taxes levied against Supplier for the privilege of doing business in a jurisdiction. Solely to the extent Buyer is required by law to withhold an amount on account of taxes for which Supplier is responsible, Buyer shall deduct any such withholding from payment to Supplier and provide sufficient supporting documentation to Supplier.

(c) If Supplier is required by law to collect sales and use tax (including any gross receipts tax imposed similar to a sales and use tax) from Buyer on behalf of any taxing jurisdiction, Supplier will provide to Buyer invoices which separately state and clearly indicate the amount of tax and Buyer will remit any such tax to the Supplier and Supplier will remit any such tax to the applicable tax authority. If Supplier is legally required to collect sales or use taxes from Buyer and Supplier fails to do so within the earlier of (i) the time of the transaction or (ii) within 120 days of Supplier's original invoice for the transaction, then Supplier is responsible for any costs and liabilities, including sales and/or use taxes, levied or assessed at a later date arising out of Supplier's failure, unless Supplier's failure to collect the applicable taxes at the earlier point in time is due solely to Buyer's failure to remit the applicable taxes to Supplier after receiving reasonable notice from Supplier.

(d) Supplier will have the responsibility of complying with all applicable foreign, national, state or local laws regarding value added tax and sales and use tax or substitutes therefor including registration, collection of taxes and the filing of returns where applicable. Notwithstanding whether Supplier must collect sales and use tax from Buyer, Supplier will state on every invoice the taxing jurisdiction (e.g. country, state and local jurisdiction) in which Goods were provided. If applicable, in lieu of payment for any sales and use tax, Supplier will accept a properly executed exemption or direct pay certificate from Buyer. The determination of whether an exemption or direct pay certificate will be submitted to Supplier in lieu of payment for any sales and use tax will be made by Buyer on a case by case basis.

7.4. Invoicing and Payment. Unless otherwise stated in the Contract, within ninety (90) days of delivering Goods, or in the case of Services, completing the portion of Services eligible for payment, Supplier shall submit correct and complete invoices to Buyer for amounts due under the applicable Purchase Order. Supplier's invoices must identify the specific Contract and line items of the Contract that Supplier is invoicing against. Within the same time frame, Supplier shall also provide Buyer supporting documentation and other information reasonably required by Buyer in connection with the delivery of the Goods or performance of the Services. Buyer shall submit payment to Supplier of all undisputed and timely invoiced amounts due on the invoice within forty-five (45) days from Buyer's receipt of the correct and completed invoice and all supporting documentation and other information reasonably required by Buyer. In the event that Supplier fails to invoice Buyer and provide the information required by this section within the ninety (90) days period specified above, Buyer shall have no obligation to pay Supplier for such Goods and Supplier shall have waived its right to compensation for such Goods.

7.5. Setoff.

(a) Buyer may set off and recoup against Buyer's accounts payable to Supplier any amounts for which Buyer determines in good faith Supplier is liable to Buyer under any Contract or other agreements with Supplier. Buyer may do so without notice to Supplier.

(b) Buyer or its Related Companies may also setoff and recoup against the accounts payable of Buyer or its Related Companies to Supplier or Supplier's Related

Companies any amounts for which Buyer or Buyer's Related Companies determines in good faith Supplier or its Related Companies are liable under any Contract or other agreements with Supplier or its Related Companies.

(c) Buyer will provide Supplier and the affected Related Companies with twenty-one (21) days' written notice (or such shorter period as may be commercially reasonable under the circumstances) before implementing a setoff (i) of Supplier's debt against accounts payable to any Related Companies of Supplier, or (ii) of any Related Companies' debt against accounts payable to Supplier. Buyer or its Related Companies' written notice will specify the basis for the setoff. Buyer will be presumed to have acted in good faith if it has a commercially reasonable basis for believing that Supplier or one of its Related Companies is liable for the amount of the debit. A debit may include the actual professional fees and other costs incurred by Buyer or its Related Companies.

8. Inspection, Acceptance, and Rejection.

- 8.1. Delivery. Supplier shall only deliver Goods to Buyer that have passed inspection in accordance with the inspection system required by Buyer, conform in all respects to the warranties in Section 9, and satisfy all other requirements of the Contract, including Quality Requirements.
- 8.2. No inspection required. Buyer may provide written notice of acceptance of the Goods to Supplier, provided that Buyer is not required to inspect the Goods and Supplier waives any right to require Buyer to conduct an inspection. In the absence of Buyer's earlier written acceptance, acceptance shall be deemed to have occurred six months after delivery of the Goods to Buyer, or in the case of Services, six months after completion of the Services ("Inspection Period") despite any earlier: (i) inspection, (ii) payment for, (iii) use, (iv) delivery, or (v) transfer of title or risk of loss of the Goods to Buyer.
- 8.3. Notice. If the Goods do not conform to these Purchasing Terms and Conditions, Buyer will inform Supplier in writing about the nonconformity as soon as reasonably practicable after Buyer has discovered it.
- 8.4. Supplier's Potential Right to Cure. If agreed to in advance and in writing by Buyer, Supplier will be permitted to rework, replace or otherwise remedy a nonconformity in the Goods as long as: (a) the nonconformity has been discovered after delivery of the Goods (in the case of Services, completion of the Services), but before Buyer has started to use the Goods (including in any pre-assembly processing or fitment); (b) Supplier can perform the remedial work at its location, or at Buyer's site (subject to Buyer's consent and any restrictions in any labor agreement of Buyer), without disruption to Buyer's operations; (c) the remedial work will not cause any delay in Buyer's operations, including its production process, or cause Buyer to incur any additional costs; and (d) the cure can be completed by the deadline established by Buyer.
- 8.5. Buyer's Options. At any point prior to acceptance, if Buyer determines that the remedial work cannot be done within the limits of Section 8.4, Buyer is entitled to, in addition to Buyer's other rights and remedies: (a) accept all or a portion of such nonconforming Goods with a price reduction for the diminution of value; and/or (b) reject all or a portion of any nonconforming Goods and, at Buyer's option, Buyer may: (i) hold nonconforming Goods for Supplier or return them to Supplier and, at Buyer's option, receive a full credit, refund, or redelivery (or reperformance in the case of Services) of conforming Goods; or (ii) retain nonconforming Goods and either repair them itself, engage a third party at Supplier's costs to repair or reperform the Goods, or request Supplier do so, on or off Buyer's site.

8.6. In any event, Supplier will bear the risk and expense of the remedial action undertaken by Buyer or Supplier. Title to such rejected Goods returned to Supplier shall transfer to Supplier upon delivery of the Goods to Supplier and such Goods shall not be remediated by Supplier except upon written instructions from Buyer. Remediated Goods delivered to Buyer hereunder shall be shipped at Supplier's expense and risk of loss in accordance with Section 6.3. Additionally, nonconforming Goods rejected prior to acceptance shall not be tendered again to Buyer for acceptance unless permitted by applicable law, agreed to in writing by Buyer, and the returned Goods are accompanied by a disclosure of Buyer's prior rejection.

9. Warranty.

9.1. Supplier warrants to Buyer, Buyer's successors and assigns, Buyer's Customers, and the customers of Buyer's Customers that the Goods shall, through the Warranty Period:

(a) Conform in all respects to the drawings, specifications, samples and other descriptions and requirements relating to the Goods that have been furnished, specified, or approved by Buyer;

(b) Comply with all applicable Government Requirements, including those of the countries in which the Goods or the vehicles into which the Goods are to be installed are to be sold or operated;

(c) Comply with all requirements contained in the General Purchasing Documents;

(d) Be merchantable;

(e) Function for their intended use, error free, without interruption, and be free from defects in design to the extent Supplier, its Related Companies, or their subcontractors furnished the design, even if the design has been approved by Buyer;

(g) Be free from defects in materials and workmanship;

(h) Be suitable, safe, and fit for their intended use, including all applicable product safety standards, the specified performance in the component, system, subsystem and vehicle location specified by Buyer, and the environment in which the Goods are or reasonably may be expected to perform; and

(j) With respect only to Services provided under or in connection with a Contract, Services have been and will be performed in a professional and workmanlike manner and in accordance with current, sound, and the highest generally accepted industry standards and practices by appropriately licensed, trained, and qualified personnel who are experienced in the appropriate fields;

9.2. Supplier warrants to Buyer, Buyer's successors and assigns, Buyer's Customers, and the customers of Buyer's Customers that:

(a) Goods do not infringe any Intellectual Property Rights;

(b) Goods are new, free and clear of all liens and encumbrances;

(c) Software is and shall be free from any virus or computer code designed to: (i) disrupt, disable or harm in any manner the operation of any software or hardware; (ii) provide unauthorized access to data stored on, or processing capability of, any system; or (iii) cause the Software or any portion thereof to become erased, inoperable or otherwise incapable of being used;

(d) Supplier has the right to provide and has secured the Intellectual Property Rights to the Goods that are granted to Buyer under these Purchasing Terms and Conditions, and Supplier and the Goods are in compliance with any applicable notice, disclaimer, and licensing requirements;

(e) No Goods will contain Software (i) constituting Copyleft Materials. "Copyleft Materials" means materials subject to any license that requires as a condition of use, modification, or distribution thereof, that such materials, or materials combined or distributed

with such materials, be (1) disclosed or distributed in source code or similar form, (2) licensed for the purpose of making derivative works, or (3) redistributable at no charge; and

(f) Supplier has the unrestricted right to use, sell, provide, license, or include Supplied Data in the Goods and all Supplied Data (provided that, for the avoidance of doubt, the sale of Supplied Data does not include the sale of any personal data): (i) is timely and accurate, (ii) was obtained legally by Supplier, and (iii) will comply with all security and privacy laws, including the provision of notice and obtaining any consent required to provide the Supplied Data and advising of any limitations on its use.

9.3. Warranty Period. The warranties set forth in Section 9.1 and 9.2 are in addition to all other warranties of Supplier, express or implied, and shall survive any delivery, inspection, acceptance, payment, and use of the Goods by Buyer, Buyer's Customers and any other end users of the Goods. The period for which Supplier's warranties in Section 9.1 apply (the "Warranty Period") commences on the date such Goods are accepted by Buyer and continues until the later of: (i) 60 months or (ii) the date on which any longer or broader Government Requirement covering the Goods ends. The Warranty Period shall be extended by the amount of time the Goods cannot be used due to a non-conformity to the warranties set forth in Section 9.1 or 9.2.

9.4. Remedies for Breach of Warranty.

(a) At no cost to Buyer, Supplier shall conduct intake, review, analysis, and other activities required to evaluate Goods, identified by Buyer as nonconforming.

(b) In addition to Buyer's other rights and remedies, Buyer may, at Buyer's option, (i) require Supplier to promptly repair, replace, or refund amounts paid for any Goods which breach any warranty, and/or (ii) make or have a third party make such repair, replacement, or correction and charge Supplier for the cost incurred thereby. Goods returned to Buyer hereunder by Supplier shall be shipped at Supplier's expense and risk of loss and shall be accompanied by a notice stating whether they are new replacements or repaired originals. A remediated Good shall continue to be covered under the warranties for the remainder of the Warranty Period applicable to the originally nonconforming Good, plus additional time equivalent to the period for which Buyer was unable to use the nonconforming Good.

(c) In addition to the foregoing and Buyer's other rights and remedies, Supplier shall be liable for Buyer's actual costs, expenses and damages related to or arising from nonconforming Goods, including labor and other costs related to transportation, expediting, removal, disassembly, failure analysis, fault isolation, assembly, reinstallation, re-inspection, retrofit, replacement, and any and all other such corrective action costs incurred by Buyer.

9.5. Non-warranty Repair Services. From time to time, Buyer may need limited repairs to or replacements of certain elements of Goods where such repairs or replacements are not covered by warranty. At Buyer's request, Supplier agrees to provide repair Services and replacement parts for Goods at commercially reasonable prices and in accordance with commercially reasonable timing for performance. If the Parties are able to agree upon prices and timing and Buyer issues a Purchase Order for repair Services or replacement parts for Goods, these Purchasing Terms and Conditions shall apply to any such Purchase Order.

10. Intellectual Property Rights.

10.1. Buyer Background Intellectual Property. To the extent that Buyer provides Supplier with Buyer Background Intellectual Property in relation to Supplier's performance of any Contract, Buyer retains full rights and ownership to Buyer Background Intellectual Property. Buyer hereby grants and agrees to grant to Supplier a nonexclusive, worldwide license under the Buyer Background Intellectual Property to the extent such Buyer Background Intellectual Property

Rights are necessary for Supplier to perform any of the following: (i) make, have made, use, have used, sell, offer to sell, and import (through a single tier or multiple tiers) Goods in performance of a Contract or any other purpose for which Buyer provides written consent prior to Supplier's actions, or (ii) perform Services to satisfy a Contract. Supplier does not have the right to, and shall not use, Buyer Background Intellectual Property for any other purpose, including not manufacturing, selling or otherwise providing or disposing to third parties any goods made by Supplier, its Related Companies, or subcontractors, or providing any services to third parties using any Buyer Funded Property or Buyer Background Intellectual Property, without the prior written consent of Buyer. Buyer may, at its option, terminate all or a portion of the foregoing licenses in this section to Buyer Background Intellectual Property upon providing written notice to Supplier of termination of all or a portion of such license.

- 10.2. Supplier Background Intellectual Property. Supplier hereby grants Buyer a nonexclusive, worldwide, royalty-free, fully paid up perpetual license under Supplier Background Intellectual Property Rights to make, have made, use, have used, sublicense (as set forth below), rebuild, sell and import Goods and all manufactures, compositions, machines and processes that are similar to the Goods that embody such Intellectual Property Rights, or otherwise use or exploit the Intellectual Property Rights for Buyer's autonomous vehicle activities. Buyer is hereby granted the right to sublicense the foregoing rights granted to any or all of the following: its Related Companies, Buyer's Customers, or Buyer's suppliers (including single or multiple tiers).
- 10.3. Assignment of Foreground Intellectual Property. Buyer shall own all right, title, and interest in and to all Foreground Intellectual Property, without further consideration. Supplier shall assign and hereby assigns any and all rights in Foreground Intellectual Property to Buyer. Notwithstanding any further requirements for cooperation outlined herein, Supplier agrees to provide Buyer with any signatures, materials, or other information, technical or otherwise, as determined by Buyer to be required to further memorialize such assignment. Supplier further agrees to report the generation of Foreground Intellectual Property to Buyer promptly after it has been generated.
- 10.4. License to Foreground Intellectual Property. Buyer hereby grants a nonexclusive, worldwide license under the Foreground Intellectual Property to Supplier to the extent such Foreground Intellectual Property Rights are necessary to perform any of the following: (i) make, have made, use, have used, sell, offer to sell, and import (through a single tier or multiple tiers), Goods pursuant to a Contract or any other purpose for which Buyer provides written consent prior to Supplier's actions, or (ii) perform Services to satisfy a Contract. Supplier does not have the right to, and shall not use, Foreground Intellectual Property for any other purpose, including not manufacturing, selling or otherwise providing or disposing to third parties any goods made by Supplier, its Related Companies, or subcontractors, or providing any services to third parties using any Foreground Intellectual Property, without the prior written consent of Buyer. Buyer may at its option terminate all or a portion of the foregoing license to Foreground Intellectual Property upon providing written notice to Supplier of termination of all or a portion of such license.
- 10.5. Work Made for Hire. Any work of authorship created by Supplier in performing any Contract shall be considered as a specially ordered or commissioned "work made for hire" and all copyrights for such works of authorship shall belong to Buyer. In the event that any portion of a work of authorship created by Supplier in performing a Contract does not qualify as "work made for hire", Supplier shall assign and hereby does assign all right, title and interest in such works of authorship to Buyer. If Supplier has failed to previously secure ownership of all

copyrights in any such work of authorship or portion thereof, Supplier will obtain title and assign all copyrights and moral rights in such work to Buyer.

- 10.6. Cooperation. At the request of Buyer, Supplier and its Related Companies will promptly execute and deliver to Buyer, its assigns or its legal representatives, without further or additional consideration, any and all papers, instruments or affidavits required, render all necessary assistance, and do such additional acts as Buyer or its successors or assigns may deem necessary or desirable, to apply for, obtain, maintain, issue and enforce Buyer's Intellectual Property Rights in and to any Goods.
- 10.7. Third Party Works. Supplier must not include into the Goods any Third Party Works without the prior written consent of Buyer. In the event that Supplier incorporates into the Goods or otherwise provides any Third Party Works, even with the prior written consent of Buyer, Supplier must obtain for Buyer a permanent worldwide royalty-free paid up license to such Third Party Works, and any source code and documentation related thereto, to permit Buyer to make, have made, use, have used, sell, import, reproduce, distribute, create derivative works from, sublicense (through a single or multiple tiers), and otherwise use and exploit the Third Party Works, source code, and documentation for Buyer's autonomous vehicle activities. At Buyer's request, Supplier shall provide Buyer with the Third Party Works, a copy of each such license, and the source code and any documentation related thereto. Buyer's consent to use any Third Party Works does not waive any indemnification obligation of Supplier. Supplier must not include any Third Party Works in the Goods that would: (a) restrict in any way Buyer's ability to license, sublicense, assign, create derivative works from, or otherwise use any Goods; or (b) require any Buyer Company, or any of their licensees or distributors to (i) pay any royalties or other fees for any use or distribution of the Third Party Works, or (ii) make any portion of the Goods available on an open source or otherwise free basis, in each case unless pre-approved in writing by Buyer.
- 10.8. Patent Prosecution. Buyer shall retain sole responsibility for and control over the decision to file, preparation, filing, prosecution, protection, and maintenance of all patent rights related to Foreground Intellectual Property, along with responsibility for any filing fees or costs of Buyer or its representatives associated therewith.
- 10.9. Branding Directive. Supplier will comply with all guidelines and instructions provided by Buyer regarding the branding of Goods with designated trademarks, service marks, logos, and/or brand names.
- 10.10. Buyer Software. To the extent that Supplier requires access to any Buyer software, including source code, firmware and binary files, in furtherance of the purposes set forth in a Contract, Supplier agrees that the terms and conditions of Buyer's designated software license agreement shall govern Supplier's access to and use of such software.

11. Data, Privacy, & Security.

- 11.1. Buyer Data. Buyer owns and shall retain all right, title, and interest in and to all Buyer Data and, except to the extent expressly provided otherwise in this Section 11.1, Supplier has no rights in or to any Buyer Data. During the performance of an applicable Contract, Buyer hereby grants to Supplier a limited, non-exclusive, non-transferable, revocable license to strictly collect, transmit, store, or otherwise process Buyer Data to the extent necessary for the sole purpose of providing Goods to Buyer for the Contract. Supplier shall not use Buyer Data for any other purpose, regardless of whether Buyer Data is in an aggregated, anonymized, or de-identified format.

- 11.2. Receipt of Buyer Data. Buyer may export all Buyer Data via the Goods. At Buyer's request and at no charge to Buyer, Supplier agrees to provide to Buyer a copy of all Buyer Data in a format and via a means acceptable to Buyer.
- 11.3. Supplied Data. At no additional charge and upon Buyer's request, Supplier shall provide Supplied Data to Buyer. Supplied Data shall not include any Buyer Data provided by Buyer to Supplier. Supplier shall deliver all requested Supplied Data to Buyer with the right for Buyer to use Supplied Data, including for Buyer's own uses, in analytics, in operations, for providing products and services, in manufacturing, with third parties, or merged with other data assets. Supplier shall provide Supplied Data in the formatting and according to the specifications specified by Buyer.
- 11.4. Privacy and Security. Supplier shall comply with the "Privacy Practices and Security Safeguards" exhibit attached hereto as Exhibit 2. Without limiting the other provisions of these Purchasing Terms and Conditions, Supplier shall be responsible for all reasonable and necessary data incident notifications, forensics, credit protection services, and other data mitigation services resulting from Supplier's failure to protect Buyer Confidential Information, Buyer Personal Data, or both. At Buyer's request and as required by Government Requirements, Supplier shall execute Buyer's data processing agreement for the processing of Buyer's Personal Data, as such term is defined in Exhibit 2.
12. **Supplier's Technical Information.** Upon Buyer's request, Supplier shall (i) provide Buyer and its Related Companies with all Technical Information in the format and categorization as requested by Buyer and (ii) ensure that Technical Information complies with the applicable computer-aided-design and drafting standards specified by Buyer or its Related Companies. Subject to Section 10, Buyer may use or disclose Technical Information without restriction.
13. **Updates, Maintenance, and Support.** To the extent Goods consist of Software and/or software as a service, Goods shall include all support, updates, and enhancements which are available from the Supplier in accordance with the support services specified on the Contract. In the event that there are no support Services specified, Supplier will provide to Buyer, at no charge, support Services, including all improvements, updates, enhancements, modifications, error corrections, bug fixes, upgrades and changes to the Goods and documentation, as developed by or made available to Supplier and made generally available for commercial use, to maintain the performance of the Goods materially in accordance with the applicable documentation and ensure the functionality of the Goods will not materially decrease. In addition, as part of the support program, Supplier shall provide Buyer with on-line end user materials, FAQ's, techniques, and general product usage information. Subject to the foregoing, Supplier shall provide: (i) the name and phone numbers of Supplier personnel to contact for technical support questions related to the Goods, (ii) such Services during Supplier's normal business hours, and (iii) technical Supplier personnel at Buyer's sites.
14. **Buyer Furnished or Funded Items.**
 - 14.1. Buyer Funded Property. In addition to any other applicable provision of these Purchasing Terms and Conditions, Buyer Funded Property shall be subject to the terms and conditions of Exhibit 1 attached hereto.
 - 14.2. Delivery of Buyer Funded Property. To the extent Buyer is responsible for providing Buyer Funded Property to Supplier, Buyer shall have no liability to Supplier for any delays or failures in the delivery of such items. If Buyer does not deliver such items to Supplier in sufficient time to enable Supplier to meet Delivery Dates, Supplier may notify Buyer of the delay and Supplier

shall be entitled to an extension of such schedule equal to the period of the delay. Such adjustment shall be Supplier's sole and exclusive remedy. Title to such items shall remain with Buyer.

15. Confidentiality.

15.1. Confidential Information. “Confidential Information” is information that meets the requirements specified below for Supplier Confidential Information or Buyer Confidential Information. Information that does not meet one of these requirements is not Confidential Information. A reference in this Section 15 to “Confidential Information of the Other Party” is a reference to Supplier Confidential Information when the reference relates to an obligation of Buyer, and to Buyer Confidential Information when the reference relates to an obligation of Supplier.

(a) “Supplier Confidential Information” is any information disclosed in relation to a Contract that meets all of the following requirements: (i) the information is non-public information that is proprietary to: (1) Supplier; (2) any of its Related Companies; or (3) any third party to which any of them has an obligation of confidentiality relating to the information; and (ii) the information is disclosed to Buyer: (1) in tangible form and identified as confidential in the tangible form; or (2) orally, and is identified as confidential at the time of disclosure, and is described in a written statement (which must also identify it as confidential) within a reasonable time after disclosure. Supplier Confidential Information does not and shall not include Technical Information, Foreground Intellectual Property, or information provided as part of a deliverable under a Contract, even if such information includes a Supplier legend, like “Confidential” or “Proprietary.”

(b) “Buyer Confidential Information” is any information that meets all of the following requirements, regardless of whether it has been disclosed in relation to a Contract or otherwise: (i) the information is non-public information that is proprietary to: (1) Buyer, (2) any of its Related Companies, or (3) any third party to which any of them has an obligation of confidentiality relating to the information; and (ii) the information is: (1) a future product plan of Buyer or any of its Related Companies or any details of those plans, (2) Buyer Data, (3) any information identified by Buyer or any of its Related Companies (orally or in writing) as confidential, or (4) any information that would reasonably be understood to be confidential.

15.2. Obligations and Standard of Care.

(a) Subject to Section 15.2(c), the Parties shall use Reasonable Care (as defined below) to keep all Confidential Information of the Other Party confidential. Except as permitted by these Purchasing Terms and Conditions or with the disclosing Party’s prior written consent, the Parties agree that they will not, directly or indirectly, disclose any of the Confidential Information of the Other Party to any third party without the disclosing Party’s prior written consent. The Parties further agree that they will not, directly or indirectly, use any of the Confidential Information of the Other Party for any purpose other than (i) in furtherance of a Contract, (ii) as permitted by these Purchasing Terms and Conditions, or (iii) as permitted with the other Party’s prior written consent. “Reasonable Care” is the standard of care that the Party holding the information would use in protecting the confidentiality of its own highly confidential information, and in any event, not less than reasonable care.

(b) Certain of the Buyer and its Related Companies’ electronic systems are designed for collaboration and the sharing of information among multiple parties, including other suppliers. Supplier should not input Supplier Confidential Information into any electronic system of any Buyer or its Related Companies unless such party has advised Supplier in writing that the system is suitable for receipt of Supplier Confidential Information.

(c) The obligations under Section 15.2(a) do not apply to any information that: (i) is or becomes publicly available through no breach of any agreement between Buyer and Supplier; (ii) is lawfully obtained from a third party without a duty of confidentiality; or (iv)

was already known to the receiving party, without a duty of confidentiality, prior to the receiving party's receipt of such information. Buyer confidentiality obligations under Section 15 also do not apply to the extent of any conflict between Section 15 and Buyer's license and/or use rights, granted under these Purchasing Terms and Conditions, including license and/or use rights to (i) Supplier Background Intellectual Property, (ii) Software, (iii) software as a service, and (iv) Supplied Data.

(d) If a receiving Party is required under applicable law or a valid order issued by a court or governmental agency of competent jurisdiction to disclose Confidential Information of the Other Party, the receiving Party shall, to the extent legally permissible, provide the disclosing Party (i) prompt written notice of such requirement so that the disclosing Party may seek, at its sole cost and expense, a protective order or other remedy and (ii) reasonable assistance, at the disclosing Party's expense, in opposing such disclosure or seeking a protective order or other limitation on disclosure. If the receiving Party is not lawfully permitted to provide such notice to the disclosing Party or the receiving Party remains legally compelled to disclose such information after the disclosing Party's attempt to inhibit the disclosure, then the receiving Party shall disclose no more than that portion of the Confidential Information of the Other Party which, on the advice of the receiving Party's legal counsel, the receiving Party is lawfully compelled to disclose.

15.3. Sharing with related Companies and Consultants.

(a) Notwithstanding anything in a Contract to the contrary, and solely to the extent necessary to effectuate the purposes of a Contract, Buyer and Supplier may share Confidential Information of the other Party with their: (i) in the case of Supplier, Supplier's Related Companies, and in the case of Buyer, Buyer's Related Companies and Buyer's Customers; and (ii) consultants, contractors (not subcontractors), experts and agents; provided, that the person or entity with whom or which the information is being shared has a need to know such information, and has agreed in writing to be bound by confidentiality provisions comparable to those specified in Section 15. Notwithstanding the foregoing, Supplier will first obtain the prior written consent of Buyer before Supplier shares Buyer Confidential Information with any party (including any of its Related Companies) that is a motor vehicle manufacturer or distributor or is involved in the development, commercialization and/or licensing of autonomous vehicle technology or components thereof. Supplier shall ensure that any permissible recipient of Buyer Confidential Information is subject to and complies with the foregoing prior written consent obligation.

(b) The receiving Party shall be responsible for any breach of the obligations set forth in Section 15 by any of its authorized recipients of the Confidential Information of the Other Party.

15.4. Survival and Duties Upon Termination.

(a) The obligations of each Party to protect the Confidential Information of the Other Party shall survive the termination, completion, or expiration of the Contract, in relation to which the Confidential Information was disclosed, for a period of five years.

(b) Upon termination of a Contract, in relation to which the Confidential Information was disclosed, or any other time at the disclosing Party's request, the receiving Party shall, either return or securely destroy the Confidential Information of the Other Party in the possession of the receiving Party, any of its Related Companies, any third party over which the receiving Party has or may exercise control, or any third party with whom the receiving Party shared such Confidential Information of the Other Party, and shall certify such destruction in writing. However, the Confidential Information of the Other Party may be retained by the receiving Party to the extent that (i) retention of such Confidential Information is necessary to comply with the receiving Party's internal document retention policies aimed at legal, corporate

governance, or regulatory compliance, or (ii) such Confidential Information consists of electronic backup media, latent data, or metadata consisting of non-logical data types that cannot be segregated and identified without forensic tools and analysis. Any such retained Confidential Information shall remain subject to the disclosure and use restrictions set forth in Section 15 for so long as it is retained, notwithstanding anything to the contrary in these Purchasing Terms and Conditions.

16. General Indemnification.

- 16.1. Supplier's Obligations. Supplier shall, at its expense and at Buyer's request, defend, indemnify and hold harmless Indemnified Persons from and against any and all Costs, claims, demands, payments, suits, actions, or other proceedings of any nature, including death, personal injury, or property damage, relating to or arising out of: (i) any defect or nonconformance or alleged defect or nonconformance in the Goods supplied by Supplier; (ii) any breach or alleged breach by Supplier of any of its representations, warranties or obligations under a Contract; (iii) any negligence, gross negligence, willful misconduct, or fault of Supplier, or allegation of any of the foregoing; (iv) the Supplier's performance of any work on an Indemnified Persons' premises; or (v) the Supplier's use of an Indemnified Persons' property on or off an Indemnified Persons' premises. Supplier's obligations under this Section apply regardless of the nature of the Costs, claim, demand, payment, suit, action, or proceeding except for those due to the sole negligence of Buyer. Supplier hereby expressly agrees to waive any provision of any workers' compensation act, disability or other employee benefits laws, or any similar laws granting Supplier rights and immunities as an employer, and expressly agrees to indemnify, defend, and hold harmless the Indemnified Persons against all Costs, claims, demands, payments, suits, actions, and proceedings brought by the workers, servants, agents, or employees of Supplier encompassed by this Section 16. Among other such laws, Supplier expressly waives application of Section 303(b) of the Pennsylvania Workers' Compensation Act, as it may be amended or revised from time to time.
- 16.2. Procedure. Buyer shall give Supplier reasonably prompt notice in writing about any claim that falls under Section 16.1. Buyer will provide Supplier information, assistance and authority (at Supplier's expense) to enable Supplier to defend such claim or action. Supplier shall not settle any indemnified claim without Buyer's prior written consent, or disclose any settlement, nor permit the complaining party to disclose any settlement, without first obtaining Buyer's prior written permission (which may be withheld in its sole discretion). Notwithstanding the foregoing provisions of this Section 16.2, Buyer may supersede Supplier in the defense of any claim subject to Section 16.1 and assume and conduct the defense at Buyer's sole discretion, provided that doing so will not release Supplier from its indemnification responsibilities for any Costs. At Buyer's request, Supplier shall assist Buyer in Buyer's investigation, defense, or handling of any such claim.

17. Intellectual Property Infringement Indemnification.

- 17.1. The Supplier will, at its sole cost and expense, indemnify, defend, and hold harmless Indemnified Persons against any and all Costs, claims, suits, injunctions, actions, proceedings, and investigations for any alleged or actual infringement, misappropriation, or violation of any Intellectual Proprietary Rights based on Supplier's activity under a Contract, or the manufacture, marketing, sale, import, use, or other exploitation of the Goods (i) alone, (ii) in combination by reason of their content, design or structure, or (iii) in combination in accordance with Supplier's recommendations. The Supplier's indemnification obligations will apply even if the Buyer furnishes all or a portion of the design and specifies all or a portion of the manufacturing processes used by the Supplier.

- 17.2. Buyer may supersede Supplier in the defense of any of the foregoing and assume and conduct the defense at Buyer's sole discretion, provided that doing so will not release Supplier from its indemnification responsibilities for any Costs. At Buyer's request, Supplier shall assist Buyer in Buyer's investigation, defense, or handling of any such claim.
- 17.3. In addition to Supplier's other obligations under Section 17, in the event of a claim of the type covered by Section 17, Supplier shall promptly notify Buyer in writing about the claim and, at Supplier's own cost and expense: (i) obtain for Buyer and Buyer's Customers the right to continue to exploit the Goods; (ii) modify the Goods to be non-infringing and in compliance with the Contract while achieving, to Buyer's satisfaction, the substantive results of the infringing Goods; or (iii) replace the infringing portions of the Goods with non-infringing equivalent versions that comply with the Contract.

18. Insurance.

- 18.1. Supplier and any subcontractors engaged by Supplier shall maintain insurance policies with reputable insurance companies against all of Supplier's liabilities under a Contract, including, without limitation, Supplier's liabilities under Section 16 (General Indemnification) and Section 17 (Intellectual Property Infringement Indemnification).
- 18.2. Notwithstanding Section 18.1, at all times during a Contract and for a period of 10 years thereafter, Supplier shall carry insurance to address the following types of coverage with adequate limits to address the risks of the Contract, provided that such limits shall be no less than the limits set forth herein:
- (a) worker's compensation liability covering all of Supplier's employees; performing services under a Contract in accordance with the applicable statutory limits;
 - (b) employer's liability and employee crime liability in minimum limits of \$5 million per employee or claim, as applicable;
 - (c) general commercial liability in minimum limits of \$10 million each occurrence and \$10 million general aggregate;
 - (d) product liability in minimum limits of no less than \$10 million;
 - (e) professional liability in minimum limits of no less than \$10 million;
 - (f) recall liability in minimum limits of no less than the greater of \$10 million or 20% of Buyer's total spend with Supplier across all Contracts;
 - (g) technology errors and omissions & cyber/network security liability in minimum limits of \$10 million with coverage including, but not limited to, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security, breach response costs, regulatory fines and penalties, and credit monitoring services for individuals impacted by a security incident;
 - (h) environmental pollution liability in minimum of no less than \$10 million; and
 - (i) umbrella coverage in limits of no less than \$10 million.
- 18.3. With respect to the types and amounts of insurance required by Section 18 and the insurance for Buyer Funded Property in Exhibit 1, Supplier shall provide proof of such insurance in the form of a certificate of insurance and associated policy endorsements to Buyer upon request. The certificate(s) of insurance and policy endorsements shall name Buyer, Buyer's Related Companies, and each of their directors, officers, employees, and representatives as an additional insured. Supplier's insurance shall be primary and noncontributory, and shall also apply to any permitted subcontractors providing Goods. Supplier shall provide Buyer with thirty (30) days' advance written notice in the event of a cancellation or material change in such insurance policies. Except where prohibited by law, Supplier shall require its insurer to waive all rights of

subrogation against Buyer's insurers, Buyer's Related Companies, and any indemnified party under these Purchasing Terms and Conditions.

- 19. Cost Saving Initiatives.** Supplier shall (i) implement its own initiatives to improve efficiencies and cost, (ii) participate in Buyer's cost savings, warranty reduction, and other efficiency initiatives as required by Buyer and (iii) notify Buyer in writing of a necessary change to the Goods, or a possible change to Goods that may reduce cost, improve quality, or otherwise be beneficial to Buyer or Buyer's Customers. Notwithstanding the foregoing, Supplier will not implement any change to the Goods or Supplier's manufacture of the Goods without Buyer's prior written approval. Supplier agrees to pass through to Buyer any cost savings related to the Goods. Upon request of Buyer, Supplier shall provide Buyer with a written letter certifying compliance with this section.
- 20. Stop Work Order.** Buyer may, from time to time, require Supplier to stop all or any portion of the work called for by the Contract for a period of up to 120 days at each such time, or such longer period of time as may be required by Buyer's Customers ("Stop Work Period"). Upon receipt of written notice detailing the length and scope of the Stop Work Period, Supplier shall immediately comply with Buyer's stop work order terms at no charge to Buyer. Within the Stop Work Period, Buyer may either: (i) cancel the stop-work order and Supplier shall immediately resume work, (ii) continue the stop-work order, provided that the cumulative maximum halt in work is limited to 120 days, or (iii) terminate the work covered by the stop-work order, for default or convenience, as the context requires, in accordance with the provisions of these Purchasing Terms and Conditions. If Buyer has not exercised its rights set forth in (i) - (iii) above prior to the expiration of the Stop Work Period, then Supplier shall resume work at the end of the Stop Work Period.
- 21. Termination for Convenience.**
- 21.1. Buyer may terminate a Contract, in whole or in part, for Buyer's convenience at any time and for any reason, upon written notice to Supplier. Termination will be effective on the date of the written notice, unless the written notice specifies another date.
- 21.2. In the event Buyer terminates a Contract for its convenience after Supplier's performance has commenced, Supplier shall use reasonable efforts to mitigate its own and Buyer's liability and Buyer, subject to Section 23 (Claims), will compensate Supplier for the following costs:
- (a) Unpaid Goods previously delivered and accepted which fully conform to the requirements of the Contract;
 - (b) Any outstanding balance owed to Supplier for Buyer Funded Property that fully conforms to the requirements of the Contract;
 - (c) Undelivered finished Goods that: (i) fully conform to the requirements of the Contract; (ii) were ordered by Buyer but not yet delivered as of the effective date of termination; (iii) are delivered to the Buyer, after the effective date of termination, upon Buyer's written request; and (iv) are accepted by Buyer;
 - (d) Reasonable actual costs, incurred by Supplier for work-in-process and raw materials that: (i) were necessary to produce or obtain in advance to manufacture Goods, or perform Services, ordered by Buyer for Goods not yet delivered as of the effective date of termination; (ii) are not damaged or destroyed; (iii) were not sold to and purchased by a third party, which may only be done with Buyer's prior written authorization; (iv) cannot be returned or used by the Supplier to produce goods for itself or other customers, provided that Supplier may only undertake the foregoing with respect to work-in-process with Buyer's prior written authorization; and (v) are transferred to and accepted by the Buyer, after the effective date of termination, upon Buyer's written request;
 - (e) Reasonable actual costs incurred by the Supplier in protecting the Buyer's property pending delivery or return to the Buyer; and

(f) Any other costs or allowances Buyer, in its sole discretion, may elect to pay.

- 21.3. Except as provided in Section 21, Buyer shall not be liable to Supplier for, and Supplier shall not be entitled to, costs, damages, or other liabilities in relation to or arising out of Buyer's termination for convenience.
- 21.4. Notwithstanding Section 21.2 or anything else to the contrary in these Purchasing Terms and Conditions or a Contract, Buyer shall not be liable to Supplier for any costs or damages whatsoever for a termination for convenience with respect to a particular program if Buyer's termination for convenience is due to the cancellation, in whole or in part, of a related program by one of Buyer's Customers or the bankruptcy or insolvency of any such parties. Under such circumstances, if the Supplier believes it has incurred costs and would like to ask Buyer to consider reimbursing Supplier for any such costs, Supplier may submit a claim to the Buyer in accordance with Section 23 (Claims). Costs for which the Buyer may consider reimbursement are those specified in Section 21.2.

22. Termination for Default.

- 22.1. By written notice to Supplier, Buyer may immediately terminate a Contract, or any portion thereof, for default in the following circumstances:
- (a) Supplier fails to timely deliver Goods in accordance with the Contract;
 - (b) Supplier delivers nonconforming Goods and fails to timely cure the Goods in accordance with Section 8.4 (Supplier's Potential Right to Cure);
 - (c) Supplier breaches any portion of Sections 25 - 32 of these Purchasing Terms and Conditions;
 - (d) Separate from any of the foregoing, Supplier breaches the Contract and fails to cure such breach within 10 days (or less if commercially reasonable under the circumstances) of Buyer's written notice to Supplier identifying the breach;
 - (e) If Buyer has reasonable grounds for insecurity, and Supplier fails to provide adequate assurances of performance in writing within 10 days following Buyer's demand for adequate assurance of performance;
 - (f) In any of the following circumstances: (i) upon the adjudication of Supplier as bankrupt or insolvent, (ii) the institution of voluntary or involuntary proceedings against Supplier seeking relief, reorganization or arrangement under any laws relating to bankruptcy or insolvency, (iii) an assignment for the benefit of Supplier's creditors, (iv) the appointment of a receiver, liquidator or trustee of Supplier's property or assets, (v) the inability or failure of Supplier to pay its debts as they mature, (vi) Supplier's proposal of or entry into a written agreement of composition or extension of its debts, or (vii) the liquidation, dissolution or winding up of Supplier or its business.
 - (g) If control of Supplier changes. A change of control includes: (a) the sale, lease or exchange of a substantial portion of Supplier's assets used for the production of the Goods; (b) the sale or exchange of a controlling interest in the shares of Supplier; or (c) the execution of a voting or other agreement of control. Supplier will provide Argo with written notice of a change of control within ten (10) days after the change of control has become effective; or
 - (h) For a Force Majeure Event, as described in Section 36.3.
- 22.2. Subject to Section 22.3 and Section 23 (Claims), Buyer shall compensate Supplier for the following costs in the event of termination for default under Section 22.1: (a) Unpaid Goods previously delivered and accepted which fully conform to the requirements of the Contract; and (b) Any outstanding balance owed to Supplier for Buyer Funded Property that fully conforms to the requirements of the Contract.

- 22.3. Subject to Section 23 (Claims), Buyer shall also compensate Supplier, for the following additional costs in the event of termination for default under Section 22.1(f), Section 22.1(g), or Section 22.1(h):
- (c) Undelivered finished Goods that: (i) fully conform to the requirements of the Contract; (ii) were necessary to produce in advance to meet Delivery Dates communicated by Buyer and such Delivery Dates are scheduled for after the effective date of termination; (iii) are delivered to the Buyer, after the effective date of termination, upon Buyer's written request; and (iv) are accepted by Buyer.
 - (d) Reasonable actual costs incurred by the Supplier in protecting the Buyer's property pending delivery or return to the Buyer; and
 - (e) Any other costs or allowances Buyer, in its sole discretion, may elect to pay.
- 22.4. Except as provided elsewhere in Section 22, Buyer shall not be liable to Supplier for, and Supplier shall not be entitled to, costs, damages, or other liabilities in relation to or arising out of Buyer's termination for default. Supplier shall be liable to Buyer for any and all expenses, costs, and damages including increased re-procurement costs, requalification costs, and other non-recurring costs, that result from Buyer's termination of Supplier for default, except to the extent Buyer terminates in accordance with Section 22.1(h) for Force Majeure.

23. Claims.

- 23.1. Timing and Process. Any Supplier claims seeking payment or compensation from Buyer as a result of termination or any other reason arising out of a Contract, must adhere to any claims process identified in writing in advance by Buyer and be submitted within 45 days after the effective date of the termination, or, for other types of claims, the occurrence of the event giving rise to the claim. Failure by Supplier to adhere to the foregoing timing or any identified claims process requirements shall preclude Supplier from any claim or right to compensation and Buyer from any liability with respect thereto despite any applicable statute of limitations. Supplier's claim must include sufficient supporting data to permit Buyer to verify and substantiate the claim. Buyer (and its designated agents) have the right to examine and audit all pertinent items related to the claim, including books, records, facilities, work-in-process, raw materials, and inventory.
- 23.2. Other Rights and Preservation of Claims. Subject to these Purchasing Terms and Conditions, termination or expiration of a Contract shall be without prejudice to any other right or remedy of the Parties and shall not release either Party from any liability which at the time of termination or expiration has already accrued to the other Party or which may accrue in respect of any act or omission prior to such expiration or termination. Supplier claims are subject and without prejudice to any other rights and remedies of Buyer, including Buyer's setoff rights. Any amount paid by Buyer in relation to a Supplier claim shall not be deemed to be a waiver of any breach by Supplier, claims by Buyer, or any amounts of monies owed by Supplier to Buyer.
- 23.3. No Other Liability. In no event will Buyer be liable for any direct damages in excess of the purchase price of the Goods on which such liability is based. Buyer shall not be liable to Supplier for any incidental, consequential, indirect, special, contingent, or punitive damages arising out of or relating to a Contract, including the following types of claims and damages: lost or anticipated profits, unabsorbed indirect costs or overhead, capital investment, interest expense, product development costs, engineering costs, facilities and equipment rental or purchase or rearrangement costs, unamortized depreciation costs, penalties, or general or administrative charges, whether incurred directly or indirectly by the Supplier, any of its Related Companies, or their suppliers or subcontractors.

24. Supplier's Obligations On Expiration or Termination.

24.1. Upon termination or expiration of a Contract, Supplier shall: (i) take all actions necessary to protect any of Buyer's property in the possession of Supplier, its suppliers, and/or Supplier's subcontractors; (ii) transfer to Buyer title and possession of the Goods, work-in-process and raw materials that Buyer has agreed to acquire from Supplier and return all property of Buyer; (iii) terminate all orders and subcontracts related to work to be performed after the effective date of the termination of the applicable Contract; (iv) cease all work under the Contract (as applicable) unless directed otherwise by Buyer; and (v) return or destroy Buyer Confidential Information in accordance with Section 15.4 of these Purchasing Terms and Conditions.

24.2. Transition of Supply. Upon the (i) expiration or termination of a Contract and (ii) Buyer's request, Supplier shall, during the entire period reasonably needed by Buyer to complete Buyer's transition to an alternate supplier(s) (which may take at least 24 months), cooperate with Buyer to help avoid disruptions to Buyer while Buyer transitions to sourcing the Goods from another supplier, including: (1) selling and delivering Goods, under the terms of these Purchasing Terms and Conditions, ordered by Buyer at the last agreed upon prices, without premium or other condition, such that Supplier's action or inaction causes no interruption in Buyer's ability to obtain or use Goods as needed by Buyer, provided that in the event Buyer orders a subset of Goods for which a last agreed upon price does not exist, Supplier shall sell such items at a commercial reasonable price to be negotiated and agreed upon by the Parties; (2) collaborating diligently with Buyer to identify an alternative source of supply acceptable to Buyer; (3) transferring ownership of any relevant Supplier owned Tooling to Buyer or Buyer's designee at a commercially reasonable price and upon commercially reasonable terms and conditions and (4) identifying Supplier's component-part and raw-material suppliers relating to the Goods. The obligation of Supplier in Section 24.2 shall supersede and negate any right of Supplier to reject Purchase Orders in accordance with Section 3.1.

25. Recalls and Other Field Service Actions.

25.1. Product Monitoring (Market Surveillance Obligation): Supplier shall monitor the Goods throughout the product lifecycle in accordance with applicable (i) Government Requirements, (ii) state of the art, and (iii) industry standards.

25.2. Early Notification. Buyer or Supplier, as appropriate, will inform the other about any nonconformity, problem, failure, or shortcoming of the Goods to meet or comply with (i) the Contract, (ii) Government Requirements, (iii) state of the art, and/or (iv) industry standards as soon as reasonably practicable after any of the foregoing have been discovered and confirm the issue in a written notice if requested by the other Party. Buyer and Supplier will cooperate fully with each other to identify the cause of the issue and to develop a plan for the prompt remediation of it. Supplier shall also comply with the additional terms of Exhibit 3 - "Recalls and Other Field Service Actions".

25.3. Failure. The additional terms of Exhibit 3 - "Recalls and Other Field Service Actions" apply to the Contract.

26. Compliance.

26.1. General. Supplier, its Related Companies, and the Goods must comply with all applicable Government Requirements, including those: (i) of the country of destination or use of the Goods, (ii) which relate to the design, manufacture, labeling, sale, transportation, shipping, exportation, importation, licensing, distribution, approval, or certification of the Goods, (iii) the configuration or content of Goods for the use intended by Buyer, and (iv) which relate to the operation of Supplier's business.

26.2. Anti-Bribery and Anti-Corruption Compliance.

(a) Supplier and its Related Companies shall comply with all applicable anti-bribery and anti-corruption laws and regulations, including, but not limited to, the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act 1977 ("FCPA"). Supplier and its Related Companies shall not provide, pay, offer to pay, promise to pay, accept, or authorize the payment of: (i) money or anything of value to any person or Foreign Official, or to anyone knowing it will be passed on to a Foreign Official, in order to unlawfully or improperly influence any act or decision of the Foreign Official in his or her official capacity or to secure any other improper advantage in order to obtain or retain business or perform business for Buyer; or (ii) a facilitation payment to any person for any purpose. "Foreign Official" means any official, employee or representative of any government or agency or instrumentality thereof, or of any government owned or partially government owned entity, including but not limited to state-run or state-owned businesses or institutions.

(b) Supplier shall not make any payments or enter into transactions in connection with a Contract that are illegal, improper or intended to unduly or improperly influence any third party, including without limitation, by means of extortion, kickback or bribery.

(c) Supplier agrees to maintain accurate books and records in relation to each Contract and make available any related information upon request from Buyer.

27. **Global Trade Compliance.**

27.1. Export Control.

(a) Supplier and its Related Companies shall comply with all applicable U.S., foreign, and local export control laws and regulations, including the Export Administration Regulations ("EAR"), the International Traffic in Arms Regulations ("ITAR"), and the sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") and other applicable Governments. Supplier is responsible for obtaining all necessary authorizations (including, without limitation, licenses, permits, and approvals) prior to exporting or re-exporting, directly or indirectly, any items, information, software, and/or services in relation to a Contract. Supplier is required to ensure that its employees, contractors, consultants, and third parties acting on Supplier's behalf are appropriately authorized to receive any "deemed" exports of Buyer's information or software, as source code, firmware, or binary files, as mandated by the U.S. Government and other applicable jurisdictions.

(b) Supplier agrees to notify and obtain prior written authorization from Buyer before providing or making accessible (i) any item, information and/or software subject to the U.S. Munitions List ("USML") of the International Traffic in Arms Regulations ("ITAR" 22 CFR 121) or to the Munitions List of the Wassenaar Arrangement, (ii) any information and/or software subject to a "Reason for Control" other than "Anti-Terrorism" ("AT") under the Commerce Control List ("CCL") of the Export Administration Regulations ("EAR" - 15 CFR 774) or to the list of Dual Use Goods and Technologies of the Wassenaar Arrangement; and

(c) Supplier shall not export, reexport, or transfer any Buyer item, information, software, and/or services to (i) a military end-user or for a military end-use; (ii) any country subject to an embargo by U.S. or E.U. governmental authorities, (iii) any individual or entity that is identified on a Restricted or Denied Parties Lists administered by the U.S. Government or applicable jurisdiction.

27.2. Import Compliance. Supplier agrees to comply with all applicable U.S. and E.U. import regulations and support Buyer's compliance for any import to the U.S. and the E.U. Supplier agrees to provide necessary information to Buyer (or Buyer's third party logistics providers or customs brokers) no later than 24 hours before loading cargo. Supplier agrees to comply with all

requirements and answer all of Buyer's information requests for import filing, commercial invoice, and country of origin marking.

27.3. **Sanctions Compliance.** Supplier represents that neither it, its directors, officers, owners, investors owning 5 percent or more, employees, nor any agents, subcontractors or representatives acting on its behalf (each, a "Pertinent Party") in the delivery of Supplies to Buyer, appears on a Restricted or Denied Parties Lists administered by the U.S. Government or other applicable jurisdiction. Supplier shall immediately notify Buyer in writing if a Pertinent Party becomes listed on or subject to any Restricted or Denied Parties List, or if Supplier's export privileges are otherwise denied, suspended or revoked in whole or in part. Further, Supplier shall not provide any Supplies to Buyer procured from, or manufactured using the services, technology, or financing of, any individual or entity designated on a Restricted or Denied Parties List or otherwise subject to such restrictions. Should Supplier be unable to make the aforesaid representation, Supplier shall notify Buyer in writing, stating the Prohibited Party and the legal authorization under which Supplier is permitted to engage with that Party, and in such case Buyer shall have the unconditional right to refuse the Supplies without liability.

27.4. **Anti-Boycott Compliance.** Supplier shall immediately notify Buyer in writing if Supplier receives any boycott request required by law to be reported to the U.S. government or other authority in connection with any transaction in which Buyer is a party. Supplier shall cooperate with Buyer, including sharing information, in the resolution of the matter.

28. **Competition Law.** Supplier and its Related Companies agree to comply fully with all applicable antitrust and competition laws, including U.S. state and federal law, that prohibit, restrict, or regulate actions having the purpose or effect of monopolization, restraint of trade, or lessening of competition.

29. **Information Provided to a Government.** To the extent that Supplier, Buyer, or either of their Related Companies provide any information to a Government about the Goods or goods of a comparable or derivative nature to the Goods, such provision of information shall be subject to the terms and conditions of Exhibit 4.

30. **Environmental, Health, and Safety; Substance and Materials Reporting and Compliance.**

30.1. **EHS.** Supplier agrees to comply with Buyer's environmental, health and safety standards, requirements, and restrictions during Supplier's performance hereunder and when at Buyer's job sites, including, adhering to Buyer's safety instructions, notifying Buyer prior to the commencement of work, and providing Buyer with any test reports or results related to Goods. Any corrective actions required by Buyer to rectify a non-conformance with the foregoing shall be completed immediately by Supplier after Buyer's notification to Supplier of the non-conformance. Where Supplier supervises its own employees while they are at Buyer's job sites, Supplier retains the responsibility to direct its employees, and ensure any work performed at the Buyer's job sites is performed safely.

30.2. **Substances.** Supplier shall comply with the substance and material obligations set forth in Exhibit 5 and such other requirements as Buyer may communicate in writing with respect to materials and substances.

31. **Social and Environmental Responsibility.**

31.1. **Basic Working Conditions.** When Supplier performs work on the Goods or their component parts, Supplier will not: (a) use forced labor, regardless of its form; or (b) engage in physically abusive disciplinary practices.

- 31.2. Code of Conduct. Supplier agrees to comply with the Argo Supplier Code of Conduct, as it may be updated from time to time, located at the Supplier Information Page or such other site as Buyer may utilize. Electronic copies of the Argo Supplier Code of Conduct are available upon Supplier's request.
- 31.3. Supply Chain Inclusivity and Diversity. Supplier shall exercise reasonable efforts to develop and maintain a diverse and inclusive supply chain, including efforts by the supplier to contract and subcontract with Diverse Businesses. Supplier will report quarterly to Buyer on such reasonable information as Buyer may request with respect to this Section 31.3, including the dollar value of the content provided by its Diverse Businesses, as it pertains to the Supplier's business with Buyer, which meet one or more of the preceding conditions for the products or services hereunder as well as the basis for claiming that such content was provided by an entity which meets one or more of the preceding conditions.

32. Certification.

- 32.1. Reporting. Supplier agrees to promptly report to Buyer: (i) any knowledge, reason to know, potential, and/or actual violations of any of Supplier's obligations listed in Section 25 - 32 of these Purchasing Terms and Conditions, and/or (ii) if Supplier or Supplier persons become subject to an investigation or prosecution related to an actual or possible violation of Supplier's obligations listed in Section 25 - 31 of these Purchasing Terms and Conditions. Supplier will fully cooperate in Buyer's review or investigation in relation to the potential or actual violation.
- 32.2. Representation. When Supplier delivers the Goods, Supplier represents that it has complied with the requirements of Sections 25 - 32 and Section 37 of these Purchasing Terms and Conditions. Additionally, at Buyer's request, Supplier must certify in writing its compliance with the provisions of Section 25 - 32 and Section 37 of these Purchasing Terms and Conditions.
- 32.3. Certification. Buyer may retain an independent third party, or request Supplier to retain one reasonably acceptable to Buyer, to: (a) audit Supplier's compliance with the requirements of Sections 25 - 32 and Section 37 and (b) provide Supplier and Buyer with written certification of Supplier's compliance, including areas for potential improvement. Supplier will bear the cost of any third-party audit and certification under this Section 32.3, regardless of which Party retained the auditor. Buyer, at its option, may accept an audit or certification by Supplier in lieu of a third-party certification.
- 32.4. Remediation. Supplier shall immediately perform any required corrective action plans to rectify non-conformances with any of the obligations in Section 25 - 32 and Section 37 of these Purchasing Terms and Conditions.

33. Disaster Recovery and Business Continuity; Supply Continuity.

- 33.1. Disaster Recovery/Business Continuity. Supplier shall maintain and implement commercially reasonable and industry standard disaster recovery and business continuity plans, processes, and procedures to ensure that Supplier's business, Supplier's performance of Contracts, and Goods are not interrupted. Upon Buyer's request, Supplier shall provide written copies of such plans to Buyer. If Buyer identifies areas for improving such plans, Supplier agrees to undertake such improvements at its costs. All backup services are part of the Goods and are subject to these Purchasing Terms and Conditions, including the privacy compliance and data security requirements.
- 33.2. Supply Continuity.

(a) In the event of a labor shortage or a supply shortage of components or materials necessary to make Goods, Supplier will allocate labor and components to Buyer in a preferential manner to ensure that Buyer's Contracts are fulfilled before Supplier's other customers.

(b) Supplier shall contract with and manage the sub-tier supply base to avoid end-of-life components impacting Buyer's Contracts and/or serial production; if that cannot be avoided, Supplier will immediately warn Buyer of any end-of-life plans at the earlier of 24 months in advance of any such end-of-life or Supplier's discovery of any planned end-of-life actions by the applicable material supplier, provided that Supplier shall exercise best efforts to obtain visibility on and monitor potential end-of-life issues.

(c) At any point in-time, Buyer can request and Supplier agrees to use commercially reasonable efforts to try to secure a reasonable amount of a last time buy of finished products, components, and/or raw materials. Commercially agreed upon pricing to be taken into consideration on volumes requested.

34. Audit Rights and Financial Information.

34.1. Supplier Records, Facilities and Financial Reports. Supplier shall comply with Buyer's audit requests in accordance with the "Audit Rights and Financial Information" exhibit attached hereto as Exhibit 6.

34.2. Records Retention. Supplier will keep all relevant documents, data, Financial Reports, and other written information for at least three (3) years (or for such longer time period as is required by the law governing the Contract) following the later of the last delivery of the Goods or provision of the Services, or the date of the final payment to Supplier under the applicable Contract.

35. Service Parts. At Buyer's request and to the extent needed by Buyer to fulfill Buyer's obligations to Buyer's Customers, Supplier agrees to sell to Buyer service parts, component parts, and raw materials related to current and past model years. The unit price for service parts will be the last price specified by Buyer for such items in the Contract for Goods, subject to any reasonable adjustments as may be agreed upon by the Parties in writing. The unit price for component parts and/or raw materials will be the last price specified by Buyer for such items in the Contract or, in the event Buyer did not previously purchase such items, the unit price shall be no greater than the Supplier's actual production or acquisition costs for such items, subject to any reasonable adjustments as may be agreed upon by the Parties in writing.

36. Force Majeure.

36.1. Event. Neither Buyer nor Supplier will be liable for a delay or failure to perform directly due to a Force Majeure Event. The party claiming a Force Majeure Event will provide the other party with written notification of its occurrence and its termination as soon as practicable. In the event of a Force Majeure Event, Supplier's response to the Force Majeure Event for Buyer shall be no less favorable than Supplier's response to other affected customers. Supplier also agrees to provide Buyer with a copy of a recovery plan detailing its planned response to the Force Majeure Event.

36.2. Buyer's Options. In the event of a Force Majeure Event, Buyer, at its option, may acquire possession of all finished Goods, work-in-process, and raw materials produced or acquired for the work under the applicable Contract. Buyer also reserves the right to acquire the Goods elsewhere for the duration of the Force Majeure Event and for a reasonable time afterwards to minimize production disruptions until Supplier's facilities are producing the Goods in the quantities required by the applicable Contract.

36.3. **Right to Terminate.** Buyer may terminate a Contract, in whole or in part, upon written notice to Supplier if a Force Majeure Event has occurred resulting in a failure or delay to perform that has lasted for more than 3 consecutive months after the date of the written notice from the party claiming a Force Majeure Event.

37. **Subcontracting.** Supplier shall not retain subcontractors to perform work on the Goods or their component parts, perform any part of the Services, or otherwise fulfill any of Supplier's obligations under any Contract without Buyer's prior written consent. If Buyer consents in writing to the use of a subcontractor: (i) Supplier will use only a subcontractor that contractually agrees to adhere to and comply with these Purchasing Terms and Conditions and the Contract, (ii) Supplier will monitor the subcontractor for compliance, and (iii) Supplier will be responsible for the performance and actions of the subcontractor. Upon Buyer's reasonable request, Supplier shall provide to Buyer the identity of Supplier's suppliers and/or the location of manufacture of the Goods or any subcomponents of the Goods, or provision of Services, as applicable, to confirm compliance with legal and regulatory requirements and/or the Contract.

38. **Assurance of Performance.** If at any time, Buyer believes that Supplier may not have the ability or lacks the intent to adequately continue performing the Contract, Buyer may request, and Supplier shall immediately provide, written adequate assurances from Supplier of Supplier's ability and intent to adequately continue performing and provide Buyer with documents, financial data, or other information needed to satisfy Buyer's concerns. For the avoidance of doubt, this Section 38 is subject to, and does not alter, Buyer's rights in Section 22.1(e).

39. **Duty to Proceed.** Supplier shall proceed diligently with the performance of the Contract. Except as expressly authorized in writing by Buyer, no dispute or failure of the Parties to settle a dispute related to the Contract shall excuse Supplier from proceeding with its obligations under the Contract.

40. **Electronic Systems.** At Buyer's request, Supplier agrees to implement and use (i) an electronic business to business framework designated by Buyer to facilitate the transmission of documentation relating to the purchase of Goods, and/or (ii) the secure means and location designated by Buyer from time to time as the primary way to share documents with Buyer.

41. **General.**

41.1. **Governing law.** The Contract and the General Purchasing Documents are governed by the laws of the Commonwealth of Pennsylvania, without regard to any conflict or choice of law provisions that might otherwise apply. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any and all disputes between the Parties arising out of a Contract, which the Parties cannot resolve, shall only be heard and determined before an appropriate federal or state court located in Allegheny County, Pittsburgh, Pennsylvania. Supplier irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and waives any and all objections related thereto.

41.2. **Remedies.** Except as expressly provided herein, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the Parties may have at law or in equity.

41.3. **Survival.** All sections, rights, obligations, and duties under these Purchasing Terms and Conditions, which by their nature or by their express terms extend beyond the expiration, completion, or termination of a Contract, shall survive the expiration, completion, or termination of the Contract, including (for the avoidance of doubt) definitions, warranties, indemnifications, termination and compensation provisions, intellectual property (including

rights to and protection of Intellectual Property Rights and Buyer Confidential Information), limitations on liability, disclaimers of damages, reporting and notice obligations, support obligations, rights to Supplied Data, governing law, remedies, and this survival section.

- 41.4. Waiver. A waiver of nonperformance under a Contract must be in writing and will apply only to the specific instance addressed in the waiver and to no other past or future nonperformance.
- 41.5. Assignment by Supplier. Supplier may not assign or delegate any of its obligations under a Contract without obtaining Buyer's prior written consent. Any attempted assignment without the prior written consent of Buyer will be null and void. Subject to the preceding sentence, a Contract will be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their permitted assigns.
- 41.6. Severability. If any provision of a Contract shall be determined to be invalid or unenforceable under any applicable law by any competent court or arbitration tribunal, such provision shall be ineffective only to the extent of such prohibition or unenforceability. The remaining provisions shall be given effect in accordance with their terms unless the purposes of the Contract can no longer be preserved by doing so. The provision declared invalid or unenforceable shall be deemed to be restated to reflect as nearly as possible the meaning and essence of such provision without rendering such amended provision invalid or unenforceable, to the extent permissible by applicable law.
- 41.7. Relationship. Supplier's relationship to Buyer shall be that of an independent contractor and not an employee or agent. Supplier shall not represent or hold itself out as having any relationship with Buyer other than that of an independent contractor. Buyer shall not be responsible for any tax levied on Supplier or Supplier's employees or representatives by any governmental authority relating to a Contract or income attributed to Supplier's employees or representatives.
- 41.8. No Third-Party Rights. Except as expressly provided in the General Purchasing Documents, no term, condition or right in or arising under a Contract relating to the purchase of the Goods gives or creates any third-party beneficiary rights or any other rights whether in law or equity to any person or entity other than Buyer, its Related Companies, and Buyer's Customers.
- 41.9. Advertising and News Releases. Without Buyer's prior written approval, Supplier shall not issue or authorize issuance or publication of any advertising material, promotional material, news release or other forms of publicity related to Buyer, its Related Companies, Buyer's Customers, or the Goods that Supplier provides to any of the foregoing.
- 41.10. Construction, Language, and Interpretation. The English version of the General Purchasing Documents will apply in the event of any disagreement over any translation. The table of contents, headings, and captions are provided for convenience only and do not create or affect any substantive rights. Examples are provided for illustrative purposes only. No provision may be construed against the Buyer as the drafting party. The term "including" means "including without limitation." The term "days" means calendar days. The term "document" means a document in paper or electronic form.
- 41.11. Notices. Unless stated otherwise by Buyer in a written notice, all written notices are effective as of the date of transmission.

EXHIBIT 1
BUYER FUNDED PROPERTY

All capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Purchasing Terms and Conditions. Any reference to a “Paragraph” in this Exhibit shall mean a paragraph in this Exhibit.

- 1. Ownership.** To the extent Buyer Funded Property is not owned by Buyer and placed in the possession or control of Supplier, Buyer becomes the sole owner of Buyer Funded Property as soon as each item is fabricated or acquired by the Supplier. Buyer takes title to such Buyer Funded Property even if Supplier has not yet been paid for the Buyer Funded Property. Buyer retains ownership of all other Buyer Funded Property provided to Supplier. Supplier has no property or other rights in Buyer Funded Property. Supplier has no power to transfer any rights or grant a security interest in the Buyer Funded Property to a third party. Supplier waives: (a) any lien that it might have or otherwise be able to assert against the Buyer Funded Property, and (b) any objection to Buyer’s repossession and removal of the Buyer Funded Property for any or no reason, including bankruptcy or insolvency proceedings.
- 2. Possession and Control.** Buyer Funded Property is in the care, custody, possession, and/or control of Supplier as a bailment from Buyer. Supplier acknowledges that it is a bailee-at-will of the Buyer Funded Property. Supplier grants Buyer a security interest in any alleged right, title, or interest to the Buyer Funded Property to secure Supplier's obligations under a Contract. Supplier authorizes Buyer (at Buyer’s sole option) to file financing statements showing Supplier as the debtor/bailee and Buyer or its Related Companies as the secured party/bailor. If requested by Buyer, Supplier will assign to Buyer any present or future claim Supplier may have against any third party (including toolmakers) concerning the Buyer Funded Property.
- 3. Marking.** Supplier shall mark all Buyer Funded Property “Property of Argo” and as otherwise directed by Buyer. Supplier shall not permit any such markings and/or markings required by Buyer to be removed, altered, defaced, or rendered unintelligible.
- 4. Third-Party Claims.** Supplier will, at its expense and at Buyer’s request, defend, indemnify, and hold harmless Indemnified Persons from and against any and all Costs and third party claims and proceedings relating to or arising from any claim that challenges Buyer’s sole right, title and interest in the Buyer Funded Property or right to possession of the Buyer Funded Property.
- 5. Buyer Funded Property Purchase Price.** Unless the price for Buyer Funded Property is specified in a Contract on a fixed-price basis, the price of the Buyer Funded Property will not exceed the lower of: (a) the maximum amount reimbursable specified on the applicable Contract for the Buyer Funded Property; (b) Supplier's actual costs of acquiring the Buyer Funded Property from a toolmaker without markup; or (c) Supplier's actual costs of fabrication of the Buyer Funded Property in accordance with Buyer’s guidelines provided to Supplier.
- 6. Restrictions on the Use of Buyer Funded Property.** Supplier may use the Buyer Funded Property solely in the performance of the Contract for Buyer or its Related Companies or, subject to Buyer approval, the Buyer’s Customers. Supplier will not use the Buyer Funded Property for any other purpose, including, without limitation, the production, manufacture, sale or design of after-market parts, unless specifically authorized in writing by Buyer or as may be required to comply with a Government Requirement.
- 7. Supplier Obligations.**

 - 7.1. Supplier will, at its own expense: (a) maintain the Buyer Funded Property, including its repair or replacement, in good condition and the condition necessary to produce the Goods in accordance with the

terms of the Contract; (b) properly house the Buyer Funded Property and insure them, for full replacement costs, against loss or damage, even if it occurs despite Supplier's exercise any temporary care, custody, or control exercised by Buyer or its agents; (c) comply with written usage guidelines provided by Buyer; (d) refrain from commingling the Buyer Funded Property with property owned by Supplier or a third party; and (e) maintain the Buyer Funded Property and Supplier's equipment to produce the Goods for the period of time needed to fulfill Buyer's obligations to Buyer's Customers.

7.2. Supplier is responsible for the risk of loss or damage to Buyer Funded Property. Supplier shall promptly notify Buyer if any Buyer Funded Property is lost, damaged, or destroyed. Upon Buyer's request, Supplier shall provide an annual written inventory of Buyer Funded Property and certification of compliance with this Exhibit.

8. **Return of Buyer Funded Property.** If Buyer requests, Supplier will promptly return the Buyer Funded Property to Buyer at Supplier's plant or other location specified by Buyer. Supplier is responsible for labor and other costs of dismounting, dismantling, and staging the Buyer Funded Property for removal. Supplier will cooperate with Buyer in removing the Buyer Funded Property from the location of Supplier or a subcontractor.
9. **Continuing Obligations.** The obligations of Buyer and Supplier under this Exhibit will survive the expiration, completion, or termination of the applicable Contract.

EXHIBIT 2
PRIVACY PRACTICES AND SECURITY SAFEGUARDS

All capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Purchasing Terms and Conditions. Any reference to a “Paragraph” in this Exhibit shall mean a paragraph in this Exhibit.

- 1. Definitions.** The following definitions are relevant to this Exhibit 2.
 - a. “Buyer Personal Data” means Personal Data furnished or made available by Buyer or Personal Data collected, acquired, created, or otherwise processed by the Supplier in connection with Supplier’s performance of Services for or on behalf of Buyer or Supplier’s provision of Goods to Buyer.
 - b. “Data Protection Legislation” means all applicable Government Requirements, secondary legislation, rules, directives, national implementing legislation, guidance from a supervisory authority, and case law relating to privacy, confidentiality, security, direct marketing, or data protection of personal data or corporate data and with which Buyer, its Related Companies, or any Buyer’s Customer is legally required to comply, including the General Data Protection Regulation (EU) 2016/679 and the California Consumer Privacy Act of 2018, as such may be amended;
 - c. “Personal Data” means any information (i) directly or indirectly relating to an identified or identifiable natural person or (ii) data pertaining to a legal entity covered by Data Protection Legislation.
 - d. “Privacy Practices” means privacy and data protection policies and procedures that are reasonable and appropriate to govern access to or use of Buyer Confidential Information and Buyer Personal Data.
 - e. “Security Incident” means an actual or reasonably suspected security breach, vulnerability, accidental or unauthorized access, destruction, loss, alteration, or misappropriation, or other compromise of the security, confidentiality, or integrity of the information systems of Supplier or a service provider of Supplier, Buyer Confidential Information, or Buyer Personal Data in the possession or under the control of Supplier.
 - f. “Security Safeguards” means reasonable and appropriate practices, procedures, and systems, including state of the art organizational, technical, and physical safeguards, to (1) protect the security, confidentiality, and integrity of Buyer Confidential Information and Buyer Personal Data; (2) ensure against anticipated threats or hazards to the security or integrity of Buyer Confidential Information and Buyer Personal Data; and (3) protect against accidental or unauthorized access, destruction, loss, alteration, or use of Buyer Confidential Information and Buyer Personal Data.
- 2. Security and Safeguards.** At Supplier’s expense, Supplier shall, and shall ensure that its subcontractors will:
 - a. process Buyer Confidential Information and Buyer Personal Data only for the specific purpose(s) set out in written instructions provided by Buyer or its Related Companies or to the extent necessary in furtherance of the Contract. Supplier agrees not to “sell” (as defined at Cal. Civ. Code § 1798.140(t), as it may be amended or any other Data Protection Legislation) any Buyer Confidential Information or Buyer Personal Data;
 - b. protect and secure Buyer Confidential Information and Buyer Personal Data by implementing and maintaining Privacy Practices and Security Safeguards and will at least annually conduct risk assessments, penetration testing, and vulnerability scans of the information technology and

information security controls for all Supplier systems and facilities used in complying with its obligations under the Contract and this Exhibit. Supplier will promptly implement, at Supplier's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing. At Buyer's request, Supplier will provide executive summary evidence of the reports resulting from such assessments, which Buyer will treat as Supplier Confidential Information as defined in the Contract;

- c. require all persons or parties with access to Buyer Confidential Information and/or Buyer Personal Data to be screened, which shall include conducting background checks (as appropriate to local restrictions), treat such data as confidential, only grant access to Buyer Confidential Information and Buyer Personal Data to the extent strictly necessary for performance of the Contract through implementation of regularly updated environment separations and least privilege access controls, and ensure that all such persons or parties have received appropriate information security training which shall identify the key elements of privacy and information security as well as the related responsibilities of such personnel and signed an appropriate confidentiality agreement;
- d. ensure that the Security Safeguards (a) are no less than those described in ISO 27001, ISO 27002, ISO/SAE 21434, TISAX, or other industry-recommended standards as applicable and mutually agreed by Buyer and Supplier in writing and (b) include a written data security plan, employee training, information access controls (including multi-level administration access and assigned role-based access permissions limiting privileges and configuration functions), restricted disclosures, systems protections (e.g., intrusion protection, data storage protection, and data transmission protection), secure software development processes, and physical security measures;
- e. implement and maintain a vulnerability management program with continuous monitoring tools that identify malicious, unauthorized, or otherwise abnormal activity within Supplier's systems and networks and generate auditable logs. Supplier shall eliminate vulnerabilities in Supplier's systems that could be exploited by malware or other technical methods, including: vulnerability remediation, software and firmware patching, and hardware maintenance. If Supplier cannot fix critical vulnerabilities (as defined by the Common Vulnerability Scoring System) within the Cybersecurity and Infrastructure Security Agency recommended timelines, Supplier will promptly notify Buyer in writing of the risk to Buyer's Buyer Confidential Information and/or Buyer Personal Data;
- f. implement and manage enterprise-wide prevention, detection, and recovery controls to protect systems containing Buyer Confidential Information and/or Buyer Personal Data against malware, including but not limited to ransomware. These controls shall include, but are not limited to, procedures and assigned responsibilities for: malware controls on Supplier systems, training in their use, and reporting and recovering from malware attacks. Supplier will install and maintain up-to-date malware detection and repair software for scanning Supplier systems and media containing Buyer Confidential Information and/or Buyer Personal Data for any malware or ransomware signatures on a regular basis. This scanning shall include, but is not limited to: any files received over networks or any form of storage medium for malware prior to opening, electronic mail attachments and downloads for malware prior to opening, and web pages for malware prior to accessing. Supplier will implement and maintain an enterprise-wide program for identifying and mitigating phishing, scams, and any other social engineering types of cyber-attacks on Supplier's systems containing Buyer Confidential Information and/or Buyer Personal Data including all email gateways;
- g. implement and maintain an asset management and classification policy for identifying and tracking Supplier's assets including hardware, software, and data flows involving Buyer Confidential

Information and/or Buyer Personal Data;

- h. if Supplier provides code or software, Supplier will implement and maintain an industry standard secure development lifecycle program for the term of the Contract;
- i. utilize industry standard encryption for all Buyer Confidential Information and Buyer Personal Data at rest and in transit within Supplier's systems including any backups of Supplier's systems and must not employ known vulnerable protocols or weak ciphers. Supplier must follow industry standard chain-of-custody procedures. If Supplier has remote access to Buyer network, Supplier shall be limited to using Buyer-provided remote connectivity solutions.
- j. at any time during the term of the Contract at Buyer's written request or upon the termination or expiration of the Contract for any reason, Supplier shall promptly return to Buyer all copies, whether in written, electronic, or other form or media, of Buyer Confidential Information and Buyer Personal Data in its possession or the possession of authorized personnel or third parties, or securely dispose of all such copies, and certify in writing to Buyer that all Buyer Confidential Information and Buyer Personal Data has been returned or disposed of securely. Supplier shall comply with all directions provided by Buyer with respect to the return or disposal of Buyer Confidential Information and Buyer Personal Data;
- k. implement and maintain a documented process for the selection of third-party vendors, contractors, and subcontractors accessing Buyer Confidential Information and/or Buyer Personal Data, communicate security controls in this Exhibit to all third parties, and certify the following at Buyer's request:
 - i. Buyer Confidential Information and Buyer Personal Data is recovered and deleted from any applicable third-party systems following the termination of any services provided from such third parties;
 - ii. All third-party activities are in compliance with Buyer's information security requirements as outlined in the Contract and this Exhibit; and
 - iii. All third parties are made aware of the controls related to the storage, transmission, or processing of Buyer Confidential Information and Buyer Personal Data.
- l. annually, as otherwise agreed by Buyer and Supplier in writing, and/or to the extent requested by Buyer to confirm Supplier's compliance with Data Protection Legislation and the requirements in this Exhibit, provide reasonable assistance to evaluate or documentation to demonstrate compliance with the Privacy Practices and Security Safeguards of this Exhibit, information security obligations set forth elsewhere in the Contract, and/or Data Protection Legislation, as well as any applicable Government Requirement and industry standards. At Buyer's request, Supplier shall promptly and accurately complete a written information security questionnaire provided by Buyer, or a third party on Buyer's behalf, regarding Supplier's business practices and information technology environment in relation to all Buyer Confidential Information and/or Buyer Personal Data being handled and services being provided by Supplier pursuant to the Contract and this Exhibit. In the event that Buyer reasonably identifies gaps, Supplier agrees to work in good faith with Buyer to update associated controls or safeguards in line with Buyer's requirements regarding controls and safeguards; and
- m. shall make available to Buyer all information necessary to demonstrate compliance with this Exhibit.

3. Incident Response. Supplier will implement, maintain, and regularly test a documented incident response plan ("IRP") that meets all applicable Government Requirements. The IRP will describe

Supplier's process for covering incident responses, escalation, and remediation of any Security Incidents. Supplier's IRP shall have an established process for forensic investigation in compliance with legal standards for the preservation of evidence.

In the event of a Security Incident, Supplier shall, at Supplier's expense:

- a. provide prompt written notice to Buyer within forty-eight (48) hours which notice will include (1) description of the nature of the Security Incident, (2) categories and approximate numbers of the impacted Buyer Confidential Information and/or Buyer Personal Data, (3) measures taken by Supplier to mitigate the Security Incident, (4) and all information reasonably requested by Buyer, its Related Companies, and Buyer's Customers to fulfill obligations under any Data Protection Legislation or applicable contract;
- b. designate a named Supplier employee who shall serve as the primary security contact and shall be available to assist Buyer within one (1) business day of contact to resolve obligations associated with the Security Incident;
- c. fully cooperate with Buyer to assess the Security Incident, including providing Buyer with access to Supplier's third party risk assessment team;
- d. in consultation with Buyer, immediately take such actions as necessary to prevent any further Security Incidents;
- e. follow all reasonable instructions provided by Buyer relating to the Buyer Confidential Information or Buyer Personal Data affected or potentially affected by the Security Incident;
- f. not provide any notification or public disclosure regarding such Security Incident without the prior written consent of Buyer, unless such notice or disclosure is required by any applicable law (in which case Supplier shall consult with and cooperate with Buyer to prevent any notification or disclosure concerning any Buyer Personal Data or other Buyer Confidential Information);
- g. assist Buyer in investigating, remedying, and taking any other action Buyer deems necessary regarding the Security Incident and any dispute, inquiry or claim related to the Security Incident, including addressing inquiries by any governmental authority; and
- h. notify Buyer of any third-party legal process relating to such Security Incident, including, but not limited to, any legal process initiated by any governmental entity.

4. Continuing Obligations. The obligations of Buyer and Supplier under this Exhibit will survive the expiration, completion, or termination of the Contract.

EXHIBIT 3
RECALLS AND OTHER FIELD SERVICE ACTIONS

All capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Purchasing Terms and Conditions. Any reference to a “Paragraph” in this Exhibit shall mean a paragraph in this Exhibit.

1. Definitions.

- a. “Epidemic Failure” means the determination that two percent (2%) or more of any lot, batch, or other separately distinguishable manufacturing run of Goods is defective with the same root cause defect within twelve (12) months of delivery of such Goods to Buyer, any of its Related Companies, or Buyer’s Customers.
- b. “Field Failure” means the determination that: (i) three percent (3%) or more of Goods provided under a Contract or all Contracts are defective within twelve (12) months of delivery of such Goods to Buyer, any of its Related Companies, or Buyer’s Customers; or (ii) three percent (3%) or more of similar goods provided by Supplier to other customers are defective within twelve (12) months of delivery to such parties.
- c. “Field Service Action” is a recall or other service action or campaign performed by Buyer, one of its Related Companies, one of Buyer’s Customers, or an authorized third party of any of the foregoing.

2. Early Notification. In the event a Party informs the other Party about any nonconformity of the Goods in accordance with Section 25.2 of the Purchasing Terms and Conditions, Supplier shall, at no cost or expense to Buyer, its Related Companies, or Buyer’s Customers and except to the extent identified by Buyer:

- a. Cooperate fully with Buyer, dedicate sufficient resources to thoroughly investigate the cause of the nonconformity, and share findings with Buyer, upon Buyer’s request;
- b. Perform a root cause analysis of the nonconformity and share findings with Buyer, upon Buyer’s request;
- c. Promptly implement corrective actions for the nonconformity; and
- d. Render repair Services or replacement Goods, as requested by Buyer.

To the extent Buyer undertakes any of the foregoing steps in (a) - (d), Supplier shall be responsible for Buyer’s damages and costs and reimburse Buyer for such damages and costs.

3. Failure. Supplier represents and warrants that no Epidemic Failure or Field Failure will occur during the performance of a Contract or for a period of two years thereafter. In the event of an Epidemic Failure or Field Failure during such time, then Supplier will, at no cost or expense to Buyer, its Related Companies, or Buyer’s Customers, promptly:

- a. Notify Buyer within twenty-four (24) hours of becoming aware of the Failure and cooperate fully with Buyer;
- b. Dedicate sufficient resources to thoroughly investigate the cause of the Failure and share findings with Buyer, upon Buyer’s request;
- c. Perform a root cause analysis of the Failure and share findings with Buyer, upon Buyer’s request;
- d. Implement corrective actions for the Failure; and
- e. Render repair Services or replacement Goods, as requested by Buyer.

To the extent Buyer undertakes any of the foregoing steps in (a) - (e), Supplier shall be responsible for Buyer’s damages and costs and reimburse Buyer for such damages and costs.

4. Types of Field Service Actions. Buyer may initiate a Field Service Action required by a Government

(either mandated or voluntarily agreed upon by Buyer) or one of Buyer's Customers, or on its own accord for customer satisfaction or other reasons independent of any of the foregoing. Field Service Actions may also be initiated by Buyer's Customers for customer satisfaction.

- 5. Field Service Actions.** If Buyer determines a Field Service Action is necessary to remedy a nonconformity in the Goods or for customer satisfaction related to the Goods, Buyer will promptly notify Supplier. Buyer will provide this notice prior to the launch of a Field Service Action if it is reasonably practicable to do so. Subject to the requirements of any applicable Government Requirements, including the National Traffic and Motor Vehicle Safety Act, or as determined by a Government, Buyer reserves the right to determine all aspects of a Field Service Action, including when to conduct one and its implementation. Supplier shall be required to reasonably support the Field Service Action, at Buyer's request.
- 6. Supplier Liability.** Supplier is liable for all damages, costs, and expenses of a Field Service Action to remedy a nonconformity in the Goods or for customer satisfaction related to the Goods. If Buyer has agreed, as part of a Field Service Action, to provide an extended warranty, customer incentives to increase the Field Service Action completion rate, or to take other actions, Supplier's liability will also include the costs and expenses of these actions.
- 7. Adjustment of Supplier Responsibility.** Once the Field Service Action has been initiated, Buyer and Supplier will negotiate diligently and in good faith on the extent to which Supplier's financial responsibility under Paragraph 6 for the Field Service Action may be adjusted, if at all, taking into account the relative degree of fault of the parties. At its option, Buyer may debit Supplier for up to one hundred percent (100%) of the recall damages, costs, and expenses relating to a specific Field Service Action if:

 - a. Buyer has made a good faith determination that Supplier is likely to be liable for some portion of the total damages, costs, and expenses of the Field Service Action, taking into account all of the relevant data available at the time, including the assessments of Buyer and Supplier concerning their relative fault; and
 - b. No agreement has been reached between Buyer and Supplier on the allocation of damages, costs, and expenses within ninety (90) days after Buyer's notice.
- 8. No Admission of Liability.** Neither Buyer nor Supplier will be deemed to have admitted that the amount of any debit under Paragraph 7 is the amount for which Supplier may ultimately be liable under Paragraph 6. Buyer's rights under Paragraph 7 are in addition to any other rights that it may have to recover from Supplier for any nonconformity of the Goods. Neither Party will be deemed to have waived any right it might have against the other Party relating to any nonconformity in the Goods.
- 9. Continuing Obligations.** The obligations of Buyer and Supplier under this Exhibit will survive the expiration, completion, or termination of the Contract.
- 10. General.** Buyer's obligations under Section 15 (Confidentiality) of the Purchasing Terms and Conditions will not apply to the extent required in order for Buyer, any of its Related Companies, or Buyer's Customers to comply with any reporting, certification, or similar requirement of a Government (either mandated or voluntarily agreed upon by Buyer or any of its Related Companies) arising out of the issues set forth in this Exhibit.

EXHIBIT 4
INFORMATION PROVIDED TO A GOVERNMENT

All capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Purchasing Terms and Conditions. Any reference to a “Paragraph” in this Exhibit shall mean a paragraph in this Exhibit.

1. Information Provided to a Government

- a. **Government Submissions Involving the Goods.** Supplier will promptly notify Buyer via e-mail directed to Legal@argo.ai if Supplier has provided information to a Government regarding the Goods, including information provided to a Government regulatory authority (such as in response to reporting requirements of U.S. law: 49 CFR Part 573 (Defect and Noncompliance Reporting) and 49 CFR Part 579 (Reporting of Information and Communications About Potential Defects)). This e-mail notification will include the following information: the date the information was provided to a Government, the affected Goods (or components of the Goods, as applicable), the report type (e.g., for reporting to the U.S. Government, an Early Warning Report or Noncompliance Report), the Government Requirement, and the Government request to which Supplier responded. Upon the request of Buyer, Supplier will provide Buyer and Buyer’s Related Companies with access to and copies of any data, materials, and information provided to a Government relating to the Goods, any component or part of the Goods, or any materials or substances used in the Goods or in connection with their production, including any test, manufacturing, field performance or warranty data. Supplier will provide the information within 10 business days after receipt of Buyer’s request;
 - b. **Government Submissions Involving Derivative Products.** Supplier will promptly notify Buyer, via the method described in Paragraph (a), if it has provided information to a Government regarding goods of a comparable or derivative nature to the Goods that Supplier has supplied to Buyer or Buyer’s Related Companies, including information provided to the U.S. Government of the type or kind described in Paragraph (a). Upon the request of Buyer or its Related Companies, Supplier will provide the requesting party with access to and copies of all data, materials, and information provided to a Government relating to the such goods, any component or part of the goods, or any materials or substances used in the goods or in connection with their production, including any test, manufacturing, field performance or warranty data. Supplier will provide the information within 10 business days after receipt of Buyer’s request; and
 - c. **Contract Restrictions.** If Supplier is restricted by contract, court order or otherwise from disclosing the information to Buyer, Supplier will promptly notify Buyer in writing. Buyer and Supplier will agree on the steps to be taken by Supplier to obtain the requested information.
2. **General.** Buyer’s obligations under Section 15 (Confidentiality) of the Purchasing Terms and Conditions will not apply to the extent required in order for Buyer, any of its Related Companies, or Buyer’s Customers to comply with any reporting, certification, or similar requirement of a Government (either mandated or voluntarily agreed upon by Buyer or any of its Related Companies).
 3. **Continuing Obligations.** The obligations of Buyer and Supplier under this Exhibit will survive the expiration, completion, or termination of the Contract.

EXHIBIT 5
SUBSTANCE AND MATERIALS REPORTING AND COMPLIANCE

All capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Purchasing Terms and Conditions. Any reference to a “Paragraph” in this Exhibit shall mean a paragraph in this Exhibit.

1. Definitions.

- a. “MOC” or “Materials of Concern” means substances that are (i) subject to Government Requirements and/or (ii) are substances identified by Buyer in a Materials of Concern list published on a Buyer identified site or provided by Buyer to Supplier through other means.
- b. “OECD” means the Organization for Economic Co-operation and Development.
- c. “OECD Guidance” means the OECD’s Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

2. Chemicals and Materials of Concern. To the extent the Goods contain, or the manufacturing processes for the Goods use, Materials of Concern, Supplier shall:

- a. Comply with (i) Government Requirements that are applicable in accordance with Section 26.1 of the Purchasing Terms and Conditions, including ensuring that any chemical substance or mixture delivered to Buyer pursuant to a Contract is on the Toxic Substance Control Act inventory, the premanufacture notice requirements thereof have been satisfied, and such chemical substance or mixture is lawfully available for sale and use; and (ii) Buyer’s related requirements;
- b. Develop products and manufacturing processes that minimize risk to human health and the environment.
- c. Undertake the following actions and others as required by Buyer:
 - i. investigate and communicate to Buyer the nature and extent of any MOCs contained in the Goods or in the processes used to provide, manufacture, assemble, use, maintain, or repair any Goods;
 - ii. provide all documentation requested by Buyer and/or reasonably necessary to verify the material composition, on a substance by substance basis, including quantity of each MOC contained in or related to the provision or production of any Goods;
 - iii. provide Buyer, at the time of delivery, or performance in the case of Services, with (1) applicable safety data sheets, (2) related regulatory controls such as use restrictions and permit and authorization requirements, and (3) appropriate and adequate safe use communications, including appropriate warning labels, instructions for use, and notices. If such chemical substances or mixtures are supplied in bulk, Supplier will provide Buyer with an adequate supply of such warning labels, instructions, and notices for use for Buyer’s purposes;
 - iv. supply with, or before, delivery, and at any other time upon Buyer’s request, all information known to Supplier with respect to potential hazards, including possible toxic or harmful effects, related to the handling, use, storage, disposal, or transportation of any chemical substances or mixtures delivered hereunder, and any precautions that should be taken to eliminate or reduce to a minimum such hazards;
 - v. upon request, cooperate with efforts to obtain necessary regulatory approval(s), including, but not limited to, registrations and authorizations for the continued sale to and use of Goods by Buyer;
 - vi. ascertain and furnish all information about Goods required by Buyer to comply with all

- safety-related laws and regulations (including those relating to applicable right-to-know laws as well as those governing occupational safety and health, and hazardous materials), and with laws and regulations regarding composition, ingredients, or otherwise, including promptly furnishing to Buyer upon written request a list of all ingredients therein and the amounts thereof and information concerning any changes in such ingredients thereafter; and
- vii. promptly and sufficiently respond to Buyer's requests for information, using the tools and forms provided or identified by Buyer for communicating with Buyer with respect to Supplier's obligations in Paragraph 2(a).
- d. Upon Buyer's request, accept the return of unused MOCs delivered to Buyer pursuant to the Contract.
 - e. Not deliver any Goods containing asbestos in a content exceeding the local regulatory level or 1% by weight of the Goods, whichever is less, unless approved in writing by Buyer's location manager prior to shipment. Furthermore, Supplier warrants that any metal delivered under a Contract does not contain any regulated radioactive materials.
 - f. Supplier agrees to be responsible for proper removal and disposal of any MOCs and to pay the costs of any necessary cleanup.

3. Additional Minerals and Materials Diligence and Requirements.

- a. Supplier shall conduct due diligence of its supply chain to understand the source of the minerals and materials used in Goods. This includes the obligations for Supplier to conduct materials and mineral due diligence in alignment with the OECD Guidance and the related supplements for 3TG, including cobalt and mica;
- b. Supplier shall source minerals and materials responsibly, and not knowingly incorporate the following items into Goods: (i) minerals that contribute to conflict as described in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Act") or the U.S. Securities and Exchange Commission regulations implementing the Act, or (ii) materials originating from Conflict-Affected and High-Risk Areas ;
- c. Supplier shall promptly and sufficiently respond to Buyer's requests for information about minerals and materials included in or used to provide Goods;
- d. Suppliers are expected to provide parts containing minerals and materials from sources that have been audited against an independent third party standard;
- e. Supplier shall only use smelters and refiners that have been validated as conformant to an independent third party responsible mineral sourcing validation program;
- f. Supplier shall comply with and support Buyer's minerals and materials reporting requirements; and
- g. Supplier shall extend the obligations of responsible sourcing and due diligence set forth in Paragraphs 3(a)-(f) to sub-tier suppliers, and report any identified risk in the supply chain to Buyer.

4. General

- a. Buyer's obligations under Section 15 (Confidentiality) of the Purchasing Terms and Conditions will not apply to the extent required in order for Buyer, any of its Related Companies, or Buyer's Customers to comply with any reporting, certification, or similar requirement of a Government (either mandated or voluntarily agreed upon by Buyer or any of its Related Companies).
- b. Continuing Obligations. The obligations of Buyer and Supplier under this Exhibit will survive the expiration, completion, or termination of the Contract.
- c. Supplier shall provide to Buyer, upon Buyer's reasonable request, the identity of its suppliers and/or the location of manufacture of the Goods or any subcomponents of the Goods, or provision of Services, as applicable, to confirm compliance with legal and regulatory requirements, and/or the Contract.

EXHIBIT 6
AUDIT RIGHTS AND FINANCIAL INFORMATION

All capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Purchasing Terms and Conditions. Any reference to a “Paragraph” in this Exhibit shall mean a paragraph in this Exhibit.

1. **Audit.** If requested by Buyer, Supplier will permit Buyer (which, for purposes of this Exhibit, includes its authorized representatives) to:
 - a. Examine and audit all pertinent documents, data and other information relating to the Goods, Buyer Funded Property, Supplier's obligations under a Contract, any payment made to Supplier, or any claim made by Supplier;
 - b. View and audit any facility or process relating to the Goods or any Contract, including those relating to production quality or capacity; and
 - c. View and audit any facility, entity, or process used to fulfill Supplier’s obligations under a Contract to determine compliance with the requirements of the Contract.

Any examination under this Paragraph will be conducted during normal business hours and upon advance written notice to Supplier.

2. **Supplier Financial Reports.** If requested by Buyer, Supplier will provide to Buyer the most current Financial Reports: (a) for Supplier; and, (b) for any Related Companies of Supplier involved in producing, supplying, or financing the Goods or any component part of the Goods or provision of the Services. Buyer may use Financial Reports provided under this Exhibit only to assess Supplier’s ongoing ability to perform its obligations under a Contract and for no other purpose.
3. **Continuing Obligations.** The obligations of Buyer and Supplier under this Exhibit will survive the expiration, completion, or termination of the applicable Contract.