

## General Terms and Conditions for Indirect Procurement (APAC)

**"Buyer or Jabil"** means Jabil Inc. (a US Delaware corporation) or any of its Affiliates issuing a purchase order ("PO") to a supplier. **"Supplier"** means the party who sells or delivers any Deliverable to Buyer. (i) If there has already been a written agreement entered into by and between Buyer and Supplier regarding the Deliverable, then the aforesaid written agreement, together with any PO issued by Buyer, these General Terms and Conditions for Indirect Procurement ("**GTCs**") and any applicable supplemental terms and conditions to GTCs ("**STCs**"), shall constitute the complete supply agreement between Buyer and Supplier regarding the Deliverable. (ii) If there has not been any written agreement between Buyer and Supplier regarding the Deliverable, then any PO issued by Buyer, together with the GTCs and applicable STCs, shall constitute the complete supply agreement between Buyer and Supplier regarding the Deliverable. Such aforesaid complete supply agreement shall be referred to hereinafter as the "**Agreement**". No other terms or conditions, including without limitation, Supplier's standard terms and conditions, whether included in Supplier's quotation, proposal, order acknowledgement, invoice or otherwise, shall have any legal effect between the parties unless specifically accepted in writing by Buyer. If there is any conflict among the various terms in the Agreement, the order of precedence from high to low shall be as follows: (i) PO terms other than the GTCs and STCs, such as quantity, price, payment and delivery terms; (ii) the written agreement (including but not limited to any award letter, together with any exhibits, issued by Buyer) between Buyer and Supplier; (iii) the STCs; (4) the GTCs. Supplier accepts the Agreement by doing any of the following: (i) commencing any work or making any delivery of the Deliverable; (ii) accepting the PO in writing; or (iii) any other conduct that recognizes the existence of a contract with respect to the Deliverable.

- 1. Certain Definitions:** (i) "**Affiliates**" shall mean, in respect of an entity, any other entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. For the purpose of this definition, "control" means direct or indirect ownership or control of more than 50% of the voting interest of the subject entity; (ii) "**Authorized Supplier**" shall mean a Supplier who is duly authorized by an original equipment manufacturer to supply the latter's branded products or services; (iii) "**Buyer Custom Development**" means any and all content, ideas, technical information, inventions, discoveries, improvements, methods, techniques, Software (object and source code), training material, processes and works of authorship, and other information (including all or part of any Deliverables, to the extent applicable) conceived, developed, or first reduced to practice by Buyer, its employees, consultants or representatives (including but not limited to Supplier, its employees, consultants or representatives) or jointly with Buyer, or its employees, consultant or representatives, under or in the performance of the Agreement; (iv) "**Cybersecurity Legislation**" means any applicable law governing the security of Network and Information Systems (including the IT Systems), including, but not limited to: (a) Directive (EU) 2016/1148, as implemented into the national Laws of EU Member States; (b) Directive (EU) 2022/2555 ("**NIS2**"), as implemented into the national Laws of EU Member States; (c) the UK Network and Information Systems Regulations 2018; and/or (d) any equivalent laws in any other part of the world; each as amended, consolidated, replaced, or implemented from time to time (v) "**Data Protection Legislation**" means any applicable law relating to the Processing, privacy, and use of Personal Data including, without limitation: (a) Directive 2002/58/EC and the GDPR, in each case, as amended, consolidated, replaced, or implemented from time to time; (b) any corresponding or equivalent national Laws or regulations in any part of the world; (vi) "**Defect**" or "**Defective**" means a defect to Deliverable or deliverables that results in breach of the warranty in Section 8.; (vii) "**Deliverables**" means, without limitation, any equipment, raw materials, commodities, Software or services (including any component, part, sub-assembly, assembly or raw material thereof) purchased by Buyer from Supplier; (viii) "**Delivery Date**" shall mean the date Supplier is required to deliver the Deliverable to the locations designated on Buyer's PO; (ix) "**Embedded Software**" means Software necessary for operation of goods and embedded in and delivered as an integral part of Deliverables; (x) "**GDPR**" means the Regulation (EU) 2016/679; (xi) "**Hardware**" means any and all: (a) computer, telecommunications and network equipment; (b) operation user manuals; (c) maintenance manuals; and (d) associated documentation (but not including Software); (xiii) "**IPR**" means patents, trade marks, service marks, rights in trade names, business names, logos or get-up, rights in designs, copyrights (including rights in software), database rights, internet domain names, rights in inventions (whether or not patentable), rights in trade secrets, know-how and Confidential Information and all other intellectual property rights or rights having similar or equivalent effect in any part of the world, in each case whether they are registered or unregistered and including any registration of such rights or application to register them; (xiv) "**IT Systems**" means all information and communications technology infrastructure and systems (including Network and Information Systems, Hardware, firmware, servers, platforms, storage devices, and Software, and any other items that connect with any or all of them) which are used in the Buyer's business (remotely or on-premise) or are in the Buyer's possession; (xv) "**Law**" means all and any laws of any relevant jurisdiction, including national, supranational, state, provincial, local or similar statutes, common laws, regulations, treaties, constitutional provisions, ordinances, codes, directives, notices, policies or rules of law, legal requirements, orders or judgments, other government restrictions or regulations and professional requirements and standards promulgated or entered into by any regulatory authorities of a competent jurisdiction, tribunal, judicial or arbitral body, administrative agency or commission or other authority or instrumentality; (xvi) "**Network and Information Systems**" means: (a) any transmission systems, whether or not based on a permanent infrastructure or centralised administration capacity, and, where applicable, switching or routing equipment and other resources, including network elements which are not active, which permit the conveyance of signals by wire, radio, optical or other electromagnetic means, including satellite networks, fixed (circuit- and packet-switched, including internet) and mobile networks, electricity cable systems, to the extent that they are used for the purpose of transmitting signals, networks used for radio and television broadcasting, and cable television networks, irrespective of the type of information conveyed; (b) any device or group of interconnected or related devices, one or more of which, pursuant to a program, carry out automatic processing of digital data; or (c) digital data stored, processed, retrieved or transmitted by elements covered under points (a) and (b) for the purposes of their operation, use, protection and maintenance; (xvii) "**Open-Source License Terms**" means terms in any license for Open-Source Software that, as a condition of use, copying, modification or redistribution, require such Software and/or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be distributed free of charge, including without limitation Software distributed under the GPL (GNU General Public License) or LGPL (GNU Lesser Library GPL); (xviii) "**Open-Source**

**Software** means any Software that contains or is derived in any manner (in whole or in part) from any Software, code or libraries that are distributed as free Software or as open source Software or under any licensing or distribution models similar to open source, including Software licensed or distributed under the GNU General Public License (GPL) or Lesser/Library GPL; (xviii) **Malware** means any programs, subroutines, code, instructions, data or functions (including viruses, worms, malware, date bombs, time bombs, logic bombs, disabling codes or instructions, shut-down devices or code, counter devices or devices intended to collect data regarding usage or related statistics, spyware, Trojan horses, trap doors, back doors, Easter eggs, cancelbots, keys, authorization codes, or passwords) that could be used to, (a) access, whether physically, electronically, remotely, or otherwise, (b) cease operating, or (c) damage, interrupt, interfere with or hinder the operation of or reduce or change the functionality of, any other Jabil products or services, including software or data. (xix) **Personal data** means any information provided by or on behalf of Buyer to Supplier, relating to an identified or an identifiable natural person, or as otherwise defined under applicable Data Protection Legislation; (xx) **Security Incident** means any breach of security leading to the accidental or unlawful access, destruction, loss, alteration, or unauthorized disclosure of Jabil Data and/or IT Systems, and/or any event compromising the availability, authenticity, integrity or confidentiality of stored, transmitted or processed data, and/or of the services offered by, or accessible via, the IT Systems; (xxi) **Software** means any and all computer programs in both source and object code form, including all modules, routines and sub routines thereof and all related source and other preparatory materials including user requirements, functional specifications and programming specifications, ideas, principles, programming languages, algorithms, flow charts, logic, logic diagrams, orthographic representations, file structures, coding sheets, coding and including any manuals or other documentation relating thereto and computer generated works; (xxii) **Specifications** means written specifications setting forth manufacturing, component, testing, shipping and all other technical requirements for the Deliverables. (xxiii) **Artificial Intelligence** or **AI** means any system, Software, model, application, or process that is designed to perform functions, such as analysis, prediction, classification, generation, decision-making, optimization, automation, or interaction, through the use of algorithmic, statistical, computational, or logical methods, whether or not such functions are triggered by an input or operate autonomously or in the background, or that is otherwise defined as "artificial intelligence" (or any equivalent term) under applicable Laws; and (xxiv) **Vulnerability** means a weakness in Networks and Information Systems, Hardware, Software, system security procedures, internal controls, or implementation that can be exploited or triggered by a threat, and which results in an adverse impact on authenticity, availability, confidentiality, or integrity, and the term "Vulnerabilities" shall be construed accordingly.

**2. Price and Payment Terms:** Unless otherwise agreed upon in writing by the parties, all prices are: (i) stated in the statutory currency of Buyer's location; (ii) not subject to any increase for the duration of the Agreement; (iii) FCA Supplier's facility (INCOTERMS 2020); and (iv) inclusive of the cost of Deliverable, all expenses and expenditures incurred for the performance of the Agreement, Supplier's profits and all applicable taxes. Payment of Supplier's invoices shall be net ninety (90) days from the end-of-month of Buyer's receipt and acceptance of Deliverables and invoices conforming with applicable laws and Buyer's requirements, unless otherwise agreed upon in writing by the parties. When the Buyer is a Jabil entity registered and located in Mainland China, the invoice means "Fapiao", receipt and acceptance of which is the essence for Buyer's payments, and Buyer is entitled to withhold any payment until the invoice corresponding to the payment is duly received and accepted. All monies paid are refundable to Buyer if the Deliverable does not conform to agreed Specifications or standards. Buyer shall not be liable for any taxes, unless Buyer otherwise agrees upon in writing. Any applicable taxes that have been agreed by Buyer in writing, shall be separately and correctly stated on the invoices by Supplier. If any payment for the taxes is made by the Buyer, which is a Jabil entity registered and located in Mainland China, but without Buyer's written agreement, such payment shall constitute unjust enrichment on the part of Supplier and shall be refundable to Buyer. Supplier warrants that it is selling at the lowest prices and upon the most favorable terms that it offers any customer for the same or comparable Deliverable. If Supplier sells or offers to sell any Deliverable to a third party at a lower price or upon one or more terms that are more favorable than those previously offered to Buyer, then an equivalent price reduction or modification of terms will apply to all Deliverables purchased thereafter for the balance of the term of the Agreement. Buyer may set off any amount owing at any time from Supplier to Buyer or any of its Affiliates against any amount payable at any time by Buyer under the Agreement.

**3. Forecast:** Buyer may provide Supplier with forecasts of its future anticipated Deliverable requirements. Supplier acknowledges that any such forecasts are not legally binding and Buyer makes no representation, warranty or commitment, express or implied, with respect to the accuracy or completeness of such forecasts.

**4. Cancellation and Termination:** (a) Buyer may cancel any PO or terminate the Agreement, in whole or in part, at any time with no liability, should the Supplier or any of its Affiliates (i) default in performance of any provision or obligation under the Agreement and fail to cure such default within seven (7) days upon Buyer's notice; or (ii) materially breach the Agreement in Buyer's sole discretion (including delivery of any defective or non-conforming Deliverable); or (iii) fail to accept any PO within five (5) days; or (iv) become insolvent or unable to pay its debts as they mature; or make a general assignment for the benefit of creditors; or have a receiver appointed for the whole or any part of Supplier's assets; or become in any way the subject of a bankruptcy petition; or (v) have a change in ownership or management such that a competitor of Buyer controls the Supplier. (b) Buyer may cancel any PO or terminate the Agreement in writing, in whole or in part, at any time, without cause and at its discretion by giving Supplier a written notice to that effect. Such cancellation notice will not impact any conforming Deliverables already delivered to Buyer as of the effective date of cancellation. Buyer shall have no further liability whatsoever if Buyer's written notice is ten (10) days or more. Buyer's liability arising from a notice shorter than ten (10) days shall only be Supplier's costs of customized raw materials (limited to those which cannot be cancelled, sold to a third party, or used by Supplier) and works-in-progress incurred within any lead time approved by Buyer in writing as of the effective date of cancellation. Supplier will provide a complete cancellation cost analysis and shall immediately notify Buyer of any anticipated cancellation costs. Upon cancellation of software or services orders, Buyer shall only be liable for the price of the work that has been completed as of the date of cancellation notice. Under no circumstances shall Buyer pay cancellation charges exceeding the value of the unpaid balance of the cancelled PO.

**5. Delivery:** Time is of the essence for Supplier's delivery, performance and all other obligations arising herein. Buyer has no obligation to accept any delivery that does not meet the scheduled Delivery Date. Supplier shall be liable for all costs incurred by Buyer as a result of early or late deliveries, including expedited shipment or procurement of replacement Deliverables if Buyer so elects in its sole discretion. Supplier will provide immediate written notice to Buyer of any anticipated delay and the anticipated actual time for late delivery (hereinafter referred to as "**Grace Period**"- Grace period cannot be longer than eight (8) calendar days). The Parties further acknowledge and agree that the following liquidated damages are believed to represent a genuine estimate of the loss that would be suffered by Buyer by reason of any late deliveries (which losses would be difficult or impossible to calculate with certainty) and are neither intended as a penalty nor operate as a penalty. Buyer shall be entitled to assess two (2) percent of the purchase price of the late delivered Deliverable for each full calendar day of late delivery starting on the day after the Delivery Date or Grace Period as liquidated damages. Notwithstanding the foregoing, unless Section 22. Force Majeure applies, if Supplier fails to properly deliver the Deliverables, Jabil, in its sole discretion, may do one or more of the following: (i) cancel the Purchase Order in whole or in part; (ii) return previously delivered Deliverables which were ordered in connection with the canceled Purchase Order and which are no longer needed; (iii) cancel any current Purchase Order(s) pursuant to which Jabil had ordered which was related to the canceled Purchase Order and which is no longer needed as a result of such cancellation; (iv) declare Supplier to be in default; (v) purchase replacement Deliverables from another source at Supplier's sole cost and expense; or (vi) insist on compliance with the terms and conditions of this PO by Supplier. Unless otherwise agreed upon in writing between the parties, delivery of the Deliverables will be made pursuant to "FCA Supplier's facility (Incoterms 2020)". Title to the Deliverables shall be transferred to Buyer upon delivery of the Deliverables to Buyer.

**6. Labeling, Packing and Shipping:** Supplier agrees to comply with all laws and Buyer requirements pertaining to Deliverable content and warning labels. Supplier will provide Buyer and carriers with sufficient warning in writing (including appropriate labels, handling, disposal and recycling instructions, material safety data sheets, certificate of analysis, etc.) of any hazardous or restricted material being part of or incorporated in the Deliverables. Shipments must be handled and packed to permit efficient handling, provide protection from loss or damage, and comply with Buyer's Specifications, government regulations, industry standards and carrier requirements. Supplier will be liable for any loss or damage due to its failure to properly handle or pack any shipment. No charge will be allowed for handling, packing, crating, returnable containers, import duties, transportation, documentation or media unless previously agreed upon in writing by Buyer. All containers, packing lists, bills of lading and invoices must list the PO number. Supplier shall comply with all applicable Laws relating to shipments and the entry of the Deliverables into the relevant jurisdictions and provide the Buyer and the Buyer's agent with all information required for these purposes (including customs requirements). Supplier agrees to reimburse Buyer for any fines and/or penalties incurred as a result of Supplier providing inaccurate information, or Supplier's failure to provide information.

**7. Acceptance:** Buyer may inspect all or any portion of Deliverables and may reject all or any portion of the Deliverables if Buyer determines them to be defective or nonconforming. If Buyer performs any additional inspection due to defective or nonconforming Deliverables, any additional inspection costs will be paid by Supplier. No inspection, tests, approval, design approval, acceptance or payment by Buyer of the Deliverables relieves Supplier from responsibility for warranty or any latent or patent defects, fraud, or negligence. If Deliverables are defective or nonconforming, in whole or in part, Buyer may, at Buyer's option and by written notice to Supplier: (a) cancel this PO or terminate the Agreement; (b) accept the Deliverables at an equitable reduction in price; (c) at Supplier's expense, correct any defective or nonconforming Deliverables or replace them with Deliverables from another supplier; or (d) reject the Deliverables and require the delivery of replacements or reperformance by Supplier.

**8. Warranty:** Unless otherwise agreed upon by the Parties in writing, Supplier warrants that all Deliverables shall (1) be provided in a professional and workmanlike manner in accordance with the highest standards in the industry and be free from defects; (2) be new and not used or reconditioned, and free of any lien, security interest, encumbrance or claim by a third party; (3) strictly conform to the Specifications, drawings, samples, and/or descriptions approved by Buyer in writing and those provided to the Buyer before its purchase hereunder; (4) be merchantable and, to the extent Buyer relies on Supplier to specify the Deliverable, fit for the intended purpose; and safe for any use that is consistent with the applicable Specifications or that is reasonably foreseeable; (5) shall be free from Malware and shall not expose any other products and services to any Malware; (6) comply with Buyer's customer's requirements that are shared by Buyer with the Supplier; (5) comply with such other Deliverable specific warranties as may be required by Buyer for the time period required by Buyer; and (6) comply with all applicable Laws. Buyer's approval of designs furnished by Supplier or acceptance of Deliverables shall not relieve Supplier of its obligations hereunder. The above warranties shall be effective at the Delivery Date and for the longer of the following periods ("Warranty Period"): (i) the duration of any warranty provided by Supplier to Buyer or any other customer for the same or similar Deliverable, (ii) the duration of any warranty required by a customer of Buyer which has been communicated to Supplier, and (iii) a period of two (2) years from the date of acceptance by Buyer of Deliverables notwithstanding any termination or cancellation of this PO. These warranties are in addition to and not in lieu of any other warranties given by Supplier and warranties created or existing pursuant to applicable Law. These warranties shall accrue to Buyer, its successors, assigns and customers and be fully transferable by Buyer. Supplier represents and warrants (i) that it has title to the Deliverables and that the Deliverable is free of all liens, security interest or and encumbrance; and (ii) that its development and supply of the Deliverables does not contravene any Open-Source License Terms; (iii) Buyer's use or distribution of the Deliverables is not subject to any Open-Source License Terms (and will not cause any of Buyer's proprietary Software to become subject to any Open-Source License Terms and (iv) that Buyer's (and Buyer's Affiliates') use or possession of the Deliverables will not infringe the IPR of any third party. In the event of any breach of warranty, Buyer may, at its option: (1) return or notify about the affected Deliverables in Buyer's possession to Supplier at Supplier's expense and risk of loss or damage, in which case Supplier will, at no charge to Buyer, at Buyer's election: (i) repair, replace or re-perform such Deliverables and return Deliverables without Defect within three (3) days from the receipt of the returned Deliverable or the notification of Defect; or (ii) refund the purchase price of the affected Deliverables

within three (3) days from the receipt of the returned Deliverables or the notification of the Defect; (2) have Supplier repair (on or off-site) within twenty-four (24) hours at no charge to Buyer the affected Deliverables and provide, at Buyer's request, on-site support (in compliance with Buyer's facility and safety requirements) and rework, replacement or other assistance to address nonconformities and Defects in the Deliverables, without disrupting Buyer's operations; (3) repair the affected Deliverables at Supplier's expense; or (4) return the affected Deliverables in Buyer's possession to Supplier at Supplier's expense and risk of loss or damage and purchase replacement products from a third party supplier at Supplier's cost and expense, in which case Supplier shall refund Buyer the purchase price of such Deliverables (and if the substitute Deliverable price – purchased by Buyer from another source – is greater, Supplier shall also reimburse the difference of the purchase price of any substitute Deliverable and the affected Deliverables) within thirty (30) days after receiving Buyer's invoice. Unless otherwise agreed upon in writing between the parties, the Warranty Period shall restart anew upon any repair or replacement of Deliverables. Replacement Deliverables shall be new and not reconditioned. Buyer shall be entitled to avail itself cumulatively of all remedies in law or in equity for any breach of warranty by Supplier.

**9. Records, Cybersecurity and Data Protection:** Supplier shall keep appropriate records in respect of the Deliverables for no less than: five (5) years for non-financial information; or seven (7) years for financial information. Supplier shall implement commercially reasonable, risk-based administrative, physical and technical safeguards, or such higher standard as may be required by applicable Data Protection Legislation and/or Cybersecurity Legislation, to protect the confidentiality, integrity, and availability of any Buyer data, communications, records, Confidential Information, and personal information ("Buyer Data") and/or Buyer hardware, software, media and networking systems ("Buyer" or IT Systems) to which Supplier has authorized access, as well as the security of Supplier's own Hardware, Software, and Network and Information Systems ("Supplier Systems") used to facilitate communications, provide services to, or otherwise conduct business with Buyer. Supplier shall ensure that all such safeguards are no less rigorous than accepted industry practices, such as relevant information security management standards published by the International Organization for Standardization (e.g., the ISO/IEC 27000 series, ISO/IEC 27001 and ISO/IEC 22301), the National Institute of Standards and Technology (e.g., the NIST Cybersecurity Framework and Special Publications) or other industry standards for information security and comply with all applicable Data Protection Legislation and/or Cybersecurity Legislation. Supplier shall not introduce any Vulnerabilities or Malware into the Deliverables, or the IT Systems. Supplier shall notify Buyer promptly, and in no event later than forty-eight (48) hours, after discovering a Security Incident. Supplier will take immediate steps, at its sole expense, to investigate, remedy, and mitigate the Security Incident, and shall collaborate and cooperate in good faith with Buyer so that Buyer may take any action or other steps that it reasonably determines to be necessary or appropriate in light of the Security Incident. Supplier shall not make any third-party disclosures about any Security Incident without Buyer's prior written authorization. Parties shall immediately notify each other of any regulatory notice of inquiry, investigation or similar action received as a result of a Security Incident and shall assist and cooperate in good faith with each other in responding to, and otherwise complying with, any such action. Supplier represents and warrants that Supplier shall comply with all applicable Data Protection Legislation, data laws, AI laws, Cybersecurity Legislation, and directives applicable to the development or provision of Deliverables and shall not, whether by action or omission, cause Jabil to be in breach of its obligations under applicable Data Protection Legislation and/or Cybersecurity Legislation. If Supplier is Processing any personal data on behalf of Jabil (including its Affiliates), pursuant to this Purchase Order, then Supplier represents and warrants that Supplier shall comply with all obligations and covenants set forth in Jabil's Data Protection Agreement available at: [www.jabil.com/about-us/supplier.html](http://www.jabil.com/about-us/supplier.html), or any other vendor data protection agreement provided by Jabil or any of its Affiliates, and shall complete and execute all such documents and take all such further steps as may be necessary or desirable to give effect to that Data Protection Agreement. In this Section 9, the terms "processing" and "personal data" each have the meanings given to them in the GDPR. Supplier shall indemnify, hold harmless and defend Jabil (including its Affiliates) from any claims and other actions, and reimburse Jabil for all losses, expenses, and costs reasonably incurred by Jabil as a result of a Security Incident originating from a Supplier System and/or from the actions or omissions of the Supplier, a breach of data protection obligations, any unlawful processing of personal data, or any other breach by Supplier of this Section.

**10. Authorized Supplier:** If Buyer requires a Supplier to be an Authorized Supplier, Supplier covenants, warrants and represents that it has been and will remain duly authorized by each original equipment manufacturer whose product or service constitutes all or part of the Deliverable. Supplier shall only deliver Deliverables to Buyer that have been procured from the original equipment manufacturer. Failure to comply with the foregoing sentence constitutes a material breach under the Agreement.

**11. Buyer's Property:** Any and all tools, equipment, items, materials, and information, provided or paid for by Buyer, shall remain Buyer's property. Whenever possible, Supplier shall adequately identify Buyer's property and safely store it separate and apart from Supplier's property. Supplier shall not substitute any property for Buyer's property and shall use such property only in fulfilling Supplier's obligations under the Agreement.

**12. Indemnification:** Supplier shall indemnify, defend and hold Buyer and its employees, subsidiaries, Affiliates, customers, successors and assigns harmless from and against all claims, damages, losses, costs and expenses, including attorney's fees, arising from any third party claim based in part or in whole on (i) any Deliverable, Specification, design, information technology and/or process supplied and/or approved by Supplier; (ii) that Buyer's (or Buyer's Affiliates') use or possession of any item in subsection (i) infringes or violates any patent, copyright or other intellectual property right of a third party; (iii) Supplier's actual or alleged non-compliance with applicable Law; (iv) design or product liability alleging that any item in subsection (i) has caused or will in the future cause damages of any kind, (v) Supplier's breach of any representation, warranty, covenant or agreement made under the Agreement; or (vi) any negligence or willful misconduct of Supplier, its employees, agents, Affiliates, contractors or subcontractors; or (vii) the use of AI that is non-compliant with applicable Laws including Regulation (EU) (EU) 2024/1689 (the "EU AI Act"), unsafe, or unauthorized. Supplier will not make any settlement that affects Buyer's rights or interests without Buyer's prior written approval. If the use by Buyer or its Affiliates, subsidiaries, assigns or customers of any Deliverables or service furnished by Supplier is enjoined ("Infringing Deliverable"), Supplier shall, at Buyer's option and at Supplier expense, (a)

procure for Buyer the right to continue using the Infringing Deliverables; (b) replace the Infringing Deliverable with a non-infringing Deliverable; or (c) modify the Infringing Deliverable so that it becomes non-infringing. Supplier's failure to comply with the foregoing provision shall entitle Buyer to a full refund of all payments paid by Buyer for the Infringing Deliverable. The above remedies shall be cumulative of or without prejudice to any other remedies provided in Law which are available to Buyer.

**13. Insurance:** Supplier will maintain all insurance and/or bonds necessary to satisfy its obligations hereunder, including without limitation, its obligations set forth in Section 12. Such insurance shall apply to the extent required by applicable local laws and regulations, and shall apply in jurisdictions where the insured conducts activities or performs obligations under this Agreement. At a minimum, Supplier will maintain Automobile Liability insurance, Commercial General Liability insurance, Employer's Liability insurance, Cyber/Network Security/Privacy Liability insurance, Professional Liability (E&O) insurance, Product Recall Insurance, and Worker's Compensation insurance or Equivalent Government Scheme as required by Law. Commercial General Liability Insurance needs to be provided on an occurrence basis, including but not limited to, premises-operations, bodily injury, property damage, products/completed operations, contractual liability, independent contractors, and personal and advertising injury. Insurance shall be endorsed to include Jabil as Additional Insured status for General Liability ongoing operations and Products/ Completed Operations as well as include Jabil as Additional Insured for Automobile Liability and if applicable, Umbrella Liability coverage. Coverage shall be primary and non-contributory with any other insurance and self-insurance maintained by Jabil. Limits may be satisfied through a combination of primary and umbrella/excess policies. To the extent permitted by applicable law Supplier shall waive on its own behalf and on behalf of its insurers any and all rights of recovery by subrogation or otherwise in favor of Jabil and shall ensure each insurance policy waives such rights by endorsement or policy provision. Supplier will notify Buyer in writing at least 30 days prior to cancellation of, or any material change in the insurance. Supplier will provide Buyer with a Certificate(s) of Insurance upon request. Unless local laws do not apply or the parties have agreed otherwise in writing, minimum Insurance Limits (USD): (i) Automobile Liability (AL) - \$2,000,000 per accident; (ii) Commercial General Liability (GL) - \$5,000,000 per occurrence; (iii) Cyber/Network Security/Privacy Liability - \$5,000,000 per occurrence; (iv) Employer's Liability - \$1,000,000 per occurrence; (v) Professional Liability (E&O) - \$5,000,000 per occurrence; (vi) Product Recall - \$5,000,000 per occurrence; and (vii) Worker's Compensation - Statutory or Equivalent Government Scheme.

**14. Intellectual Property:** Supplier acknowledges and agrees that all rights in and to all in Buyer Custom Development, and all IPR contained in or derived from the Buyer Custom Development, hereby vests exclusively in Buyer. The Parties expressly agree to consider as a "Work Made For Hire" any Buyer Custom Development which qualifies as such under the applicable laws. To the extent the Buyer Custom Development does not qualify as a "Work Made For Hire" or where the applicable IPR does not for any reason vest in Buyer or where Buyer deems it necessary for any other reason, Supplier hereby assigns to Buyer all such right, title and interest in such Buyer Custom Development and all such IPR. Supplier agrees to provide all reasonable assistance, including providing technical information relating to the Buyer Custom Development and executing all documents of assignment and other documents (and cause its agents, contractors, subcontractors, employees and others to provide such assistance and information and execute such documents) which Buyer may deem necessary or desirable to perfect its ownership interest in such Buyer Custom Development, including IPR. To the fullest extent permissible under applicable law, Supplier hereby waives and agrees to waive (and warrants its agents, contractors, subcontractors, and employees hereby waive and agree to waive) any and all moral rights in or to the Buyer Custom Development.

**License to Supplier Intellectual Property:** Without prejudice to the previous paragraph, Supplier hereby grants to Buyer, Buyer's Affiliates, and its customers an unrestricted, irrevocable, perpetual, world-wide, sub-licensable, royalty-free license under Supplier intellectual property to use and exploit Buyer Customer Developments and Deliverables, including to use, copy, modify, prepare derivative works, distribute, publicly display, publicly perform, import, manufacture, have made, sell, or offer to sell (whether directly or through channels of distribution).

**15. Embedded Software:** To the extent any Deliverables and/or Buyer Custom Development contain Embedded Software (defined above) that is not Buyer's Property and no title to such Embedded Software passes to Buyer, the Supplier shall grant (or shall procure the grant to) Buyer, Buyer's Affiliates, its customers and all other users a non-exclusive worldwide, irrevocable, perpetual, royalty-free right to use, load, copy, install, execute, demonstrate, market, test, resell, sublicense, prepare derivative works, and distribute such Embedded Software as an integral part of such Deliverables or for servicing the Deliverables (the "**Buyer-Required License**"). If such Embedded Software or any part thereof is owned by a third-party Supplier shall obtain the Buyer-Required License from such third-party owner prior to Delivery.

**16. Changes:** Buyer reserves the right at any time, to request changes in the specifications, drawings, samples, or other description to which the Deliverables are to conform, the quantity and method of shipment and packaging, or in the time or place of Delivery. Supplier shall not, without the Buyer's prior written consent, (a) change the ingredients or components (including feedstock and raw materials) used to produce the Deliverables, Specifications, manufacturing process, approved plant or agreed delivery method, or (b) implement any changes which alter any of the Deliverables in such a way that is not acceptable to the Buyer's technical clearance process, even if the Deliverables are still within the Specifications.

**17. Confidential Information:** "Confidential Information" means any information which is not generally available to the public or conspicuously labeled as "proprietary" or "confidential" or with comparable legend provided by Buyer to Supplier. Orally disclosed information by Buyer is also Confidential Information if Buyer notifies Supplier in writing the confidential nature of such oral disclosure. No information can be Confidential Information if (i) it is publicly available through no fault of Supplier; (ii) Supplier gets it from a third party who had the right to provide it; or (iii) Supplier independently developed it or knew it before receiving it hereunder. Supplier shall use Confidential Information only as necessary to fulfill its obligations under the Agreement and hold and protect Confidential Information with the same degree of care that it uses with its own information of

like importance, but in no event less than a reasonable standard of care. Supplier shall keep Confidential Information confidential, and disclose such Confidential Information only to those employees who need to know for the fulfillment of the Agreement and who undertake to comply with the confidentiality obligations hereof. Supplier shall neither disclose the existence and/or content of the Agreement to any third party nor use trademarks or names of Buyer or Buyer's Affiliates in any media, advertisement or promotion materials without prior consent of Buyer. This Section survives fulfillment or earlier termination of the PO and the expiration or termination of the Agreement. Upon the termination, cancellation or expiration of this PO all Confidential Information shall, except to the extent Confidential Information cannot be returned or destroyed (or deleted, in the case of information stored in computer hard drives) or to the extent the Supplier is advised by legal counsel that complying with such request would be prohibited by applicable law or legal process, upon written request, be returned to Buyer or Buyer's Affiliates, or at Buyer's discretion, destroyed by the Supplier. Supplier acknowledges and agrees that Buyer may use and disclose Confidential Information received from Supplier as necessary to support the sale, use, integration, operation, maintenance, or servicing of the Deliverables. This includes, without limitation, providing Buyer's customers with information relating to the Deliverables, including performance characteristics, Specifications, compliance details, warranty terms, and other technical or commercial attributes relevant to the customer's use or evaluation of the Deliverables.

**18. Compliance with Applicable Laws:** Supplier represents, warrants and covenants to Buyer that the manufacture, delivery, or sale to Buyer of any Deliverables shall comply with all applicable Laws, including without limitation import or export Laws (including those issued by U.S. Department of Commerce, Bureau of Industry and Security), product content and labeling Laws (including the U.S. Toxic Substances Control Act and applicable RoHS and REACH regulations), product safety, emissions and environmental Laws, packaging regulations (including the ISPM 15 "Requirements of Wood Packaging Materials"), labor and employment Laws, anti-corruption, anti-bribery or anti-money laundering Laws (including the United States Foreign Corrupt Practices Act and the UK Bribery Act), conflict minerals Laws, social responsibility code of conduct requirements, and any applicable supply chain security guidelines of the countries in which Buyer conducts business. Supplier agrees to comply with the RBA Code of Conduct found at: <http://www.responsiblebusiness.org/standards/code-of-conduct/>. References to any Law, directive, regulation, or government requirement in this Purchase Order shall be construed to include any subsequent amendment, re-enactment, extension, replacement, or successor instrument thereto, and Supplier is responsible for complying with the most current and applicable version. Upon request, Supplier shall furnish Buyer with specific declarations and certifications of compliance. Supplier shall not sell, distribute, disclose, release, receive or otherwise transfer any item or technical data provided under the Agreement to or from: (1) any country designated as a "State Sponsor of Terrorism" or "SST" by the U.S. Department of State, (2) any entity located in, or owned by an entity located in a SST country, or (3) any person or entity listed on the "Specifically Designated Nationals and Blocked Persons" list maintained by the U.S. Department of the Treasury.

**19. Compliance with Buyer Policies:** Supplier acknowledges that it has read and understands the Buyer policies and requirements applicable to Buyer's suppliers (the "Policies") which are located at: <https://www.jabil.com/about-us/supplier.html>. Buyer may update, amend, modify and replace the Policies from time to time. Supplier agrees to keep abreast with the Policies and any changes to the Policies (as published on the abovementioned website). Supplier agrees to fully comply with the Policies (as updated and modified from time to time) for the duration of the Agreement, and particularly with regard to provision of the Deliverables.

**20. Obligations of the Supplier:** Supplier shall (1) comply with reasonable requests of Buyer, including without limitation, attending meetings with Buyer and its consultants and advisers, (2) adhere strictly with any timelines required by Buyer, (3) carry out such duties, functions and additional services which are incidental to and/or necessary for the performance of its obligations under the Agreement, (4) at all times be answerable to Buyer and prepare and submit to Buyer promptly such reports as may be requested by Buyer from time to time, (5) use its own resources, equipment, materials and services to carry out its obligations under the Agreement, and (6) do nothing (whether by act or omission) that is adverse or prejudicial to the standing and reputation of Buyer.

**21. Independent Contractor:** The relationship of Buyer and Supplier is that of independent contractors. Nothing in the Agreement shall be construed as creating the relationship of employer and employee between Buyer and Supplier or Supplier's personnel or subcontractors (collectively, "Supplier Personnel") and the Agreement does not constitute a partnership or relationship of agency or representation between Buyer and Supplier. To the extent permissible by Law, and after securing appropriate written authorization from Supplier Personnel, Supplier shall, through the utilization of an authorized background checking agency perform background checks prior to (a) stationing any Supplier Personnel to perform services at any Buyer location, facility or work site (each a "Buyer Site") (for purpose of clarity, "stationing" shall not include periodic attendance or visits to a Buyer Site); (b) granting Supplier Personnel access to Buyer networks; (c) assigning Supplier Personnel to duties that are directly related to the safe operation or security of a Buyer Site, which, if not performed properly, could cause a serious environmental, health or safety hazard; or (d) assigning Supplier Personnel to a Buyer Site that is designated in its entirety as "security sensitive," even though the work responsibilities, if performed in another context, would not be security sensitive. Such background check conducted for Supplier Personnel shall meet Buyer's minimum verification: criminal felony and misdemeanor; identity information verification; employment verification; education verification; global sanctions & enforcement check; or other local requirements as specified by Buyer.

**22. Force Majeure:** In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God ("Force Majeure Event"), provided that, the affected party gives the other party written notice of such Force Majeure Event within two (2) days of its occurrence. If given by the Supplier, such notice shall state: (i) the estimated duration of such Force Majeure Event; (ii) the cause thereof; (iii) the affected Deliverable (s); (iv) the affected PO(s); (v) the level of available stock on-hand

at Supplier's site(s) available for supply; (vi) alternative option for immediate production out of the affected area, if possible; (vii) the level of available raw material for production of the Deliverable (s); (viii) the distribution strategy for existing stock; and (ix) the detailed contingency plan to execute the distribution strategy and to overcome the effects of the impediment. The above-described circumstances shall constitute Force Majeure Event only to the extent the effect thereof could not be foreseen when the PO was issued by Buyer and the party affected by the Force Majeure Event is able to prove that it could not reasonably have avoided or overcome the effects of the impediment. If any such Force Majeure Event is reasonably expected to delay Supplier's performance hereunder by more than fourteen (14) days, Buyer may cancel this PO without liability.

**23. Miscellaneous:** Supplier may not subcontract, assign, or delegate, in whole or in part, any of its obligations or rights under the Agreement without Buyer's express written consent. Any attempted subcontracting, delegation or assignment will be void if it is not with Buyer's written consent. Failure by Buyer to insist upon Supplier's strict compliance to the terms and conditions of the Agreement is not a waiver by Buyer of any term or condition, which must be approved by Buyer in writing. No such waiver will be construed as a waiver by Buyer of any other term or condition nor as a waiver by Buyer of any subsequent breach of the same term or condition. If any provisions herein will be held to be invalid or unenforceable for any reason such provisions will, to the extent of such invalidity or unenforceability, be reformed or, if necessary, severed to the minimum extent necessary, to render the remaining terms and conditions to be valid or enforceable. Termination of the Agreement for any reason whatsoever shall not affect the continued enforceability and binding nature of such clauses as are expressed to survive termination and/or the continued application of which is necessary so as to give effect to such clauses and/or the purpose of such clauses.

**24. Dispute Resolution:** The PO and the Agreement shall be governed by and interpreted in accordance with the laws of the country, region, state or province where Buyer is located. The United National Convention on Contracts for the International Sale of Goods and any choice of law provisions that require application of any other law shall not apply.

Unless the Buyer is a Jabil entity registered and located in Mainland China, i) any legal or equitable actions or proceedings by Buyer against Supplier arising out of, or in connection with, any PO or Agreement may be brought by Buyer (at Buyer's option) in any court having jurisdiction over Supplier or Buyer or Buyer's receiving facility; and ii) any legal or equitable actions or proceedings by Supplier against Buyer arising out of, or in connection with, any PO or Agreement may be brought by Supplier only in the court having jurisdiction over Buyer's principal place of business.

When the Buyer is a Jabil entity registered and located in Mainland China, any dispute arising out of or relating to the PO or Agreement shall be settled by China International Economic and Trade Arbitration Commission ("CIETAC") under its then-current rules and procedures, with the mandatory site for arbitration in Shanghai. The arbitral award is final and binding upon both parties. The language of arbitration shall be Chinese, unless otherwise agreed by both parties. Unless required by the arbitration tribunal, neither party will be required to provide a Chinese translation for any document or evidence which is submitted in the English language.

**25. Language:** These GTCs may be made in both English and the local language of the place where Buyer is located. In the event of any conflict between the English and Chinese languages of these GTCs, the English language version shall prevail unless the Buyer is a Jabil entity registered and located in Mainland China or Taiwan. When the Buyer is a Jabil entity that is located and registered in Mainland China or Taiwan, the Chinese language version shall prevail.

**26. Insurance:** Supplier will maintain all insurance necessary to satisfy its obligations. Such insurance shall apply globally, respond in all jurisdictions. At a minimum, Supplier will maintain Automobile Liability insurance, Commercial General Liability insurance, Employer's Liability, and Worker's Compensation insurance as required by law. Commercial General Liability Insurance needs to be provided on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury. Insurance shall be endorsed to include Additional Insured status for General Liability and Products/ Completed Operations coverage. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Limits may be satisfied through a combination of primary and umbrella/excess policies. The certificate of insurance for Commercial General Liability and Workers' Compensation also needs to include a waiver of subrogation favoring Buyer. Supplier will notify Buyer in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance. Supplier will provide Buyer with a Certificate(s) of Insurance prior to commencement of work. Supplier will provide Buyer with a Certificate(s) of Insurance upon request. Minimum Insurance Limits (USD): (i) Automobile Liability (AL) - \$1,000,000 per occurrence; (ii) Commercial General/Products Liability (GL) - \$2,000,000 per occurrence; (iii) Employer's Liability - \$1,000,000 per occurrence; (iv) Worker's Compensation – Statutory or Equivalent Government Scheme.

**27. Right to Audit and Appraisal for Jabil entities registered and located in Mainland China:** During the term of the Agreement and not more than twice per calendar year (unless circumstances warrant additional audits as described below), Buyer may audit the Supplier's policies, procedures and records that relate to the performance of Supplier under this Agreement to ensure compliance with this Agreement upon reasonable notice. Notwithstanding the foregoing, the parties agree that Buyer may conduct an audit at any time and without notice, in the event of (i) audits required by Buyer's governmental or regulatory authorities, (ii) investigations of claims of misappropriation, fraud, or business irregularities of a potentially criminal nature, or (iii) Buyer reasonably believes that an audit is necessary to address a material operational problem or issue that poses a threat to Buyer's business or reputation. In the case of construction projects, Supplier further agrees that Buyer will have the right to inspect and retain an appraisal institution to assess the work at any time during and after the construction. If the Buyer and the Supplier are in dispute over the value of an incomplete or defective

construction and have submitted the dispute to the competent court and/or arbitration institution, the Buyer shall be entitled to appoint appraisal institution(s) and determine the value of the Supplier's work.

**28. Artificial Intelligence.** If Supplier uses or provides any system, Software, service, Deliverables, goods, products or process involving AI, Supplier represents and warrants that such use or provision: (i) complies with all applicable Laws and regulations, including the EU AI Act, and Supplier shall bear sole and entire responsibility, as between the parties, for ensuring that its use of such AI is compliant with the requirements of applicable Laws and (ii) does not infringe the IPR of any third party. Supplier shall promptly provide all documentation, information, and support reasonably required to enable such AI to be used for its intended purpose(s), in compliance with the requirements of applicable Laws, including in particular the EU AI Act. In addition, Supplier shall ensure that any such AI is designed, developed, and deployed in a manner that provides transparency of operation, supports traceability of outputs, incorporates mechanisms for human oversight and control, achieves appropriate levels of accuracy and resilience against errors or manipulation, and includes safeguards to minimize risks to health, safety, fundamental rights, and data integrity. Supplier shall not enter any Jabil Data or any data or information of Jabil's customers to any type of AI tools or use such data to train, retrain, or improve or otherwise develop any AI models or use AI to process or generate outputs from such data without Jabil's prior express written consent. Upon request, Supplier shall promptly provide all relevant documentation and support reasonably necessary to enable Jabil to understand, audit, and explain the functioning and impact of such AI. Except where Jabil has provided explicit written authorization in advance, Supplier shall not, in the course of providing or developing any Deliverables: (i) use any AI for any purpose that is listed in Article 5, Article 6, or Annex III, of the EU AI Act; or (ii) train, fine-tune, use, permit to be used, or otherwise deploy, any AI in a manner that is likely to have "high impact capabilities" as that term is defined in the EU AI Act. Supplier shall promptly notify Jabil, providing a reasonable level of detail, if it becomes aware that any AI that Supplier uses or has used under this Agreement or in the course of providing or delivering any Deliverable is the subject of any complaint filed under Article 85 of the EU AI Act, or any request regarding the rights of individuals under Article 86 of the EU AI Act, or, in each case, any equivalent provision of any applicable Laws.

**29. No Limitation of Liability.** Any limitation or exclusion of liability contained or referenced in any quotation, acknowledgment, invoice, standard terms and conditions, or other documentation or communication issued by Supplier is hereby expressly rejected and shall have no force or effect. Supplier's liability shall not be limited, excluded, or capped in any way unless expressly agreed in a separate written agreement executed by both parties. Supplier acknowledges and agrees that, unless otherwise explicitly agreed in writing, Supplier shall remain fully liable for all losses, damages, costs, and expenses incurred by Buyer in connection with this Purchase Order or any breach thereof, regardless of whether such liability would otherwise be limited under applicable Laws or Supplier's standard contracting practices. This includes, without limitation, liability arising from breach of warranty, indemnification obligations, product liability, non-compliance with applicable Laws, intellectual property infringement, breach of confidentiality or data protection obligations, delay, failure to deliver, or defects in the Deliverables. No claim of hardship or force majeure shall operate to limit or exclude Supplier's liability, except as may be expressly agreed in writing by Buyer. Nothing in this Purchase Order shall be construed to limit or exclude any liability of Supplier which cannot be lawfully limited or excluded under applicable law. This clause shall take precedence over any conflicting term in any Supplier document or any standard form exchange between the parties, and shall survive expiration, termination, or completion of the Purchase Order.

**30. Supplier Offboarding Obligations.** Upon expiration or termination of this Agreement or any related agreement, Supplier shall provide all reasonable cooperation and assistance to ensure a smooth and orderly transition of the Deliverables, Services, IT Systems, IPR, Datasets and any AI-related functionalities to Jabil. Such assistance shall include, without limitation, technical support, access to relevant documentation, migration of data, models, configurations, and any other materials necessary to maintain continuity of operations of Jabil. Supplier shall, at its own cost and at Jabil's written request, either (i) return in a structured, commonly used, and machine-readable format, or (ii) permanently delete and certify deletion of, all: Jabil Data, Confidential Information, training data, prompts, logs, and any derivative datasets ("**Datasets**"), including all instances, copies, and backups held by Supplier or any third party, subcontractor, or sub-processor. Supplier shall ensure that no third party retains any Datasets following termination and shall procure written undertakings confirming full deletion or return. Any IPR developed, trained, fine-tuned, or customized by Supplier for or on behalf of Jabil during the term of the Agreement, including but not limited to AI models, configurations, prompts, and related documentation, shall vest in Jabil upon termination. Supplier shall execute all documents and take all steps reasonably necessary to accomplish such transfer of rights. Supplier shall retain and provide to Jabil, upon request, all relevant logs, audit trails, technical documentation, and records necessary for Jabil to demonstrate compliance with applicable Laws, including but not limited to Data Protection Legislation, Cybersecurity Legislation, and the EU AI Act. Such records shall be retained for a minimum period of [3] years or as otherwise required by applicable Law. Within [30] days of termination, Supplier shall provide Jabil with a written certification, signed by an authorized officer, confirming (i) the return or destruction of all Datasets, (ii) the cease of all further processing or training activities involving such data, and (iii) compliance with the obligations set out in this Section. The obligations in this Section shall survive termination or expiration of the Agreement and remain in effect for so long as necessary to ensure full compliance with applicable Laws, or any other relevant Section of this Agreement. Any breach of this Section shall constitute a material breach entitling Jabil to seek indemnification and all other remedies available under Law or equity.

## APPENDIX A – CAPITAL / MANUFACTURING EQUIPMENT

The terms of this Appendix A shall be the supplemental terms and conditions (“**STCs**”) to the General Terms and Conditions for Indirect Procurement (“**GTCs**”) between Buyer and Supplier, and apply to the purchase of capital / manufacturing equipment (“**Equipment**”) and services related to the production, calibration and/or installation thereof (“**Services**”). The capitalized abbreviations and terms hereunder shall have the same meaning as set forth in GTCs unless otherwise specified.

1. **Specifications:** The Equipment/Services specifications and inspection and acceptance criteria (collectively the “**Equipment Specification**”) approved by Buyer in writing will be used to determine performance and acceptability of the Equipment. Unless otherwise agreed upon in writing by Buyer, final payment is contingent upon the Equipment’s passing the SAT (defined below) and compliance with the Equipment Specification after installation at the premises designated by Buyer.
2. **Pre-Installation:** Before or at the time when Supplier provides Buyer with a quotation of the Equipment and the Services, Supplier shall provide Buyer with Supplier’s installation requirements (the “**Pre-Installation Conditions**”) of the Equipment, including the location space, storage needs, necessary floor loads to hold the Equipment, height, depth and width requirements, electrical, power, water, and heating requirements, and all other requirements necessary to properly and safely install, set up, maintain and operate the Equipment. Supplier shall review the Pre-Installation Conditions with Buyer to confirm that Buyer understands such requirements. If, as a result of Supplier’s failure to provide complete and appropriate Pre-Installation Conditions on time, the installation of the Equipment cannot be completed as scheduled, Supplier shall be liable for any and all of Buyer’s losses, costs, expenses and damages arising therefrom.
3. **Installation:** The Equipment shall be installed by Supplier in a good and workmanlike manner. Supplier shall, at Supplier’s cost, send qualified Supplier Personnel (defined below) to the premises designated by Buyer to have the Equipment installed and commissioned.
4. **Acceptance:** After on-site installation and commissioning at the premises designated by Buyer, the Equipment will be subjected to on-site acceptance testing which Buyer will organize (the “**Site Acceptance Test**” or, alternatively, “**SAT**”). Supplier shall attend the SAT at Supplier’s expense, if required by Buyer. At such time as the Equipment successfully passes the SAT and satisfies the Equipment Specification, the Equipment shall be deemed to be accepted by Buyer (the “**Final Acceptance**”, and the date of such Final Acceptance hereinafter referred to as the “**Final Acceptance Date**”). Unless otherwise agreed upon in writing by the parties, the Warranty Period shall start from the Final Acceptance Date.
5. **Payments:** Buyer will not be obligated to make any payment to Supplier if any one or more of the following conditions exist: (a) Supplier is in material default of any of its obligations under the Agreement; (b) Equipment is defective or does not meet the Equipment Specification or Services are not performed in accordance with the Agreement; (c) Supplier has failed to make payments promptly to Supplier’s subcontractors or for goods or services related to the Equipment; or (d) Supplier has breached any of its obligations in the Agreement and failed to cure such breach as notified by Buyer. In addition, Buyer may set off from payments otherwise due under the Agreement claims arising under other contracts or purchase orders with Supplier. Supplier shall promptly pay each subcontractor the amount to which said subcontractor is entitled. Supplier shall, by agreement, require each subcontractor to make payments to its sub-contractors in a timely manner. Buyer has no obligation to pay or to see to the payment of any moneys to any subcontractor except as otherwise may be required by law.
6. **Equipment Warranty:** In addition to the warranty stated in the GTCs, Supplier warrants that all Equipment supplied hereunder and all Software, parts and components thereof will be of good quality and free from defects in material and workmanship for a period of three (3) years from the Final Acceptance Date or Supplier’s published warranty, whichever is longer (the “**Warranty Period**”). Such warranties shall survive any inspection, delivery, acceptance or payment by Buyer of such Equipment and Services, and shall survive the expiration or termination (including cancellation) of the PO or the Agreement. Such warranties, together with all other express and implied warranties of Supplier, shall run in favor of Buyer, its successors and assigns. Buyer may charge Supplier all expenses of inspecting, unpackaging, examining, repacking, storing, returning and re-shipping any defective or nonconforming Equipment. Any testing of Equipment, which is prior to the Final Acceptance, shall not start the running of the Warranty Period. Supplier agrees to repair Equipment or to replace any necessary parts at the premises designated by Buyer at no charge during the Warranty Period. When repairs are required, the Warranty Period shall be interrupted for the repair period. The Warranty Period will resume when the Equipment is again in complete and full-time operation according to the Equipment Specification. In the event Supplier fails to respond to any of its obligations under this warranty within a reasonable period of time or to complete any warranty work within a timely manner as deemed by Buyer given the facts and circumstances, Buyer shall have the right to perform the necessary corrective action or repairs necessary by itself or by retaining a third party. In such cases, Supplier will be charged any and all costs incurred by Buyer to perform

the work covered under this warranty. Notwithstanding the foregoing, where the failure or any delay to correct such failure may result or threatens to create significant liability or damages or costs to Buyer if not immediately repaired, Buyer shall have the right, without notice to Supplier, to immediately perform the necessary repairs or corrective action by itself or through a third party, and Supplier agrees to reimburse Buyer for any and all costs incurred by Buyer relating to the performance of such work.

- 7. Access and Use of Premises and Property:** If Supplier performs any work on the premises designated by Buyer or utilizes the property of Buyer/Buyer's Affiliates or Buyer's customer, whether on or off the premises designated by Buyer: (a) Supplier will examine the premises to determine whether they are safe for the requested Services and will advise Buyer promptly of any situation it deems to be unsafe; (b) Supplier's employees, contractors, subcontractors and agents ("Supplier Personnel") will comply with all regulations that apply to the premises and may be removed from the premises at Buyer's discretion; (c) Supplier Personnel will not possess, use, sell, transfer or be under the influence of alcohol or unauthorized, illegal, or controlled drugs or substances on the premises; and (d) to the fullest extent permitted by law, Supplier will indemnify and hold Buyer/Buyer's Affiliates and Buyer's customer, and their respective agents, successors and assigns, harmless from and against any liability, claims, demands or expenses (including reasonable attorneys' and other professional fees, settlements and judgments) for damages to the property of or personal injuries to Buyer/Buyer's Affiliates, its customer, their respective employees or agents, any Supplier Personnel, or any other person or entity to the extent arising from or in connection with Supplier's work on the premises or Supplier's use of Buyer's/Buyer's Affiliates' or Buyer's customer's property. Supplier shall keep those portions of the premises where Supplier is performing work or Services clean of debris, and upon completion of the work shall leave the premises clean and ready for use. If Supplier fails to clean up to Buyer's satisfaction, Buyer may do so and the cost will be charged to Supplier or deducted from the price of the Agreement. Supplier will coordinate all work and Services to be performed at the Buyer's designated premises with the Buyer in advance to ensure that suitable power, materials handling equipment and other items are available.
- 8. Documents and Data:** Supplier will provide Buyer at no additional cost to Buyer, with (i) a complete listing of recommended spare parts for the Equipment, (ii) operation, maintenance, and training manuals, and (iii) copies of the technical and mechanical specifications relating to the Equipment, including layouts, drawings, diagrams, software and models of the Equipment. Unless otherwise agreed in writing by Buyer, any and all documentation provided to Buyer may be written in both English and local language of the place where Buyer is located. Supplier further agrees, at its own cost and expense, to ensure that any documentation provided to Buyer accurately reflects the description, design, specifications, etc. of the Equipment as of the Final Acceptance Date.
- 9. Discontinued Product; Spare Parts:** Supplier shall make available to Buyer, for purchase at the prices set forth in the Agreement, repair and replacement parts and service tools for each component of the Equipment, for a period of fifteen (15) years after the Final Acceptance of the Equipment by Buyer or such longer period as is set forth in the Agreement.
- 10. Additional Consequences of Termination:** Upon termination of the PO or the Agreement, Supplier will: (a) promptly terminate all work under the Agreement; (b) upon instruction from Buyer, transfer title and deliver to Buyer the Equipment free and clear of liens, claims and encumbrances; (c) verify and settle any claims by subcontractors for actual costs incurred directly as a result of the termination and ensure the recovery of materials in subcontractors' possession; (d) take actions reasonably necessary to protect property in Supplier's possession in which Buyer has an interest until disposal instruction from Buyer has been received; and (e) upon Buyer's request, cooperate with Buyer in transferring the production of Equipment to a different supplier. Notwithstanding any other provision, Buyer will have no obligation for and will not be required to pay Supplier, directly or on account of claims by Supplier's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished goods, work-in-process or raw materials that Supplier fabricates or procures, or general administrative burden charges from termination of the PO or the Agreement, except as otherwise expressly agreed in writing by Buyer. Supplier will furnish to Buyer, within one month after the date of termination, its termination claim, which will consist exclusively of the items of Buyer's obligation to Supplier that are expressly permitted by this Section and GTCs. Buyer may audit Supplier's records before or after payment to verify amounts requested in Supplier's termination claim. Buyer will have no obligation for payment to Supplier under this Section 10, if Buyer terminates the PO or the Agreement or any portion thereof because of a default or breach by Supplier.
- 11. Preventative Maintenance:** Supplier will provide Buyer with a complete and comprehensive preventative maintenance plan for Equipment prior to the Final Acceptance at the facility designated by Buyer. The preventative maintenance plan shall include, without limitation, at least two (2) complete sets of maintenance and operating manuals for all Equipment purchased by Buyer, as well as a detailed bill of material. Supplier warrants to Buyer and its Affiliates, their respective customers, and their successors and assigns, that the Equipment will operate safely at quoted production rate and/or cycle times for the stated expected useful life if Buyer follows the preventative maintenance plan proposed by Supplier. Supplier will provide to Buyer upon

request a complete copy of (i) the source codes for any software incorporated in the Equipment purchased by Buyer from Supplier along with any additional information reasonably necessary so that a trained programmer of general proficiency may maintain and support any such software and (ii) a running object code version of such software.

- 12. Technical Representatives:** The issuance of advice, approvals, or instructions by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not bind Buyer except where an amendment to the Agreement has been duly approved by Buyer in writing.
- 13. Training:** Supplier will provide any and all necessary training and training materials (in a computerized format, if possible) to Buyer for the Equipment at the initial stage of installation, at no additional cost to Buyer, at Buyer's designated facility. Supplier will provide training in the amount and on such schedule as may be reasonably required by Buyer. Where Supplier obtains the Equipment or a portion of the Equipment from a third party for resale to Buyer, Supplier shall cause such third party to provide the training contemplated in this Section .
- 14. Background Checks:** Buyer may require a background check of any of Supplier Personnel who perform work on the premises designated by Buyer, and Supplier hereby agrees to conduct such investigation in accordance with background check standards to be provided by Buyer and shall at all times comply with all laws and regulations applicable to background investigations. Buyer shall keep the results of any such investigation confidential and provide such information only to those persons with a business need to know, or as required by applicable law.
- 15. Assignment & Delegation:** Supplier shall not delegate any work, obligations or duties hereunder, or assign any rights or claims under the Agreement, without prior written consent of Buyer. Any attempted delegation or assignment will be void, without prior written consent of Buyer. Supplier will furnish to Buyer in writing all names and addresses of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portion of the Equipment for Buyer's written approval. Supplier will not make a substitution for any subcontractor, person or entity previously selected without Buyer's written consent.
- 16. Liens:** (i) Supplier waives and agrees not to assert any and all liens, rights, encumbrances or claims to any work, labor, services, products, parts, components, and/or materials furnished, and to be furnished, in connection with the Agreement, the Equipment and the Services (collectively, "Liens"), and (ii) Supplier shall indemnify, defend and hold Buyer, and its Affiliates harmless from any and all Liens. Supplier further agrees to ensure that all of its subcontractor agreements pertaining to the work provided under the Agreement will contain corresponding waivers made by the Supplier's subcontractors and indemnification by the Supplier's subcontractors in favor of Buyer and any of Buyer's Affiliates. Such obligations provided herein will survive the expiration and termination (including cancellation) of the PO or the Agreement. Supplier shall be responsible for payment in full for all work, labor, products, services, and/or materials provided by Supplier's subcontractors in its performance of the Agreement. Any failure by Supplier to pay Supplier's subcontractors and to obtain the necessary Lien waivers may result in Buyer withholding any payment owed to Supplier under the Agreement until such payment to Supplier's subcontractors is made and Lien waivers are obtained from Supplier's subcontractors. Such non-payment by Buyer will not be construed as a breach by Buyer under the Agreement.

## 1. APPENDIX B – EQUIPMENT LEASE

### 2.

The terms of this Appendix B shall be the supplemental terms and conditions (“**STCs**”) to the General Terms and Conditions for Indirect Procurement (“**GTCs**”) between Buyer and Supplier and apply to the lease of capital/manufacturing equipment together with all substitutions, replacements, repairs, parts, and attachments thereto, (“**Equipment**”) and services related to the production, calibration and/or installation thereof (“**Services**”). For purposes of this STCs and each Lease, (a) the term “**Lessee**” shall refer to the ‘**Buyer**’ as defined in the GTCs, and (b) the term “**Lessor**” shall refer to the ‘**Supplier**’ as defined in the GTCs.

3. **Lease of Equipment:** In accordance with the GTCs and this STCs, Lessor shall lease to Lessee, and Lessee shall lease from Lessor, the Equipment described in one or more scope of works or schedule(s), quotes, etc. (each, a “**Lease Schedule**”) to be entered into from time to time into which this STCs is incorporated (each Lease Schedule, together with the terms and conditions specified herein constitutes a “**Lease**”).
4. **Specifications:** Lessee’s general equipment / software specifications and source inspection and acceptance criteria (“**Equipment Specification**”) are incorporated into this PO by reference and will be used exclusively to determine performance, and acceptability of the Equipment. The applicable Equipment Specification document control number and revision level will be indicated on the face of the PO.
5. **Delivery:** Time is of the essence for delivery, performance and all other obligations arising herein. If Lessor does not meet the scheduled Delivery Dates, and Lessor fails to demonstrate to Lessee that it has taken best efforts to comply with meeting the Delivery Dates, then Lessee may, at its option cancel this PO, or any part of this PO without incurring any liability.
6. **Pre-Installation:** Lessor will provide Lessee with Lessor’s then-current installation requirements, including but not limited to: (i) the location space and storage needs; (ii) a complete list of recommended spare parts for the Equipment; (iii) operation, maintenance, and training manuals; and (iv) copies of the technical and mechanical specifications relating to the Equipment, including layouts, drawings, diagrams, software, and models of the Equipment. Lessor shall review the Pre-Installation Conditions (defined below) with Lessee to confirm that Lessee understands such requirements. Any and all Documentation provided to Lessee shall be written in English. Lessor further agrees, at its own cost and expense, to ensure that any Documentation provided to Lessee accurately reflects the description, design, specifications, etc. of the Equipment as of the Final Acceptance Date (see defined in Section 6. below). Lessee is responsible for the following: (i) ensure the site’s compatibility with Lessor’s shipment crates; (ii) provide environmentally adequate storage space for Equipment upon arrival at Lessee’s facility and prior to installation; (iii) provide access to the facility to Lessor’s employees for pre-installation surveys, unpacking, installation, de-installation, and removal of each system; (iv) make available Lessee personnel in sufficient numbers and of adequate capabilities on site to assist Lessor during pre-installation, unpacking, installation, de-installation, and removal; (v) use Lessor approved equipment, rigging, or other services to transport the Equipment, either assembled or in parts, to the place of installation; (vi) establish and maintain additional site conditions as indicated pursuant to Lessor’s then current installation requirements; and (vii) provide any other support or assistance as reasonably requested by Lessor (the “**Pre-Installation Conditions**”). If, as a result of Lessee’s failure to comply with the Pre-Installation Conditions, Lessor is unable to complete an installation of Equipment as scheduled, Lessee and Lessor will work together in good faith to devise a plan to complete the installation.
7. **Installation, De-Installation:** In such cases when the Equipment is installed or de-installed by the Lessor, the Equipment shall be installed, and de-installed in a good and workmanlike manner, provided that all the Pre-Installation Conditions stated in the Section 4. above have been met by Lessee. During the installation and de-installation of the Equipment, loss of and damage to the Equipment shall be borne by the Lessor, provided that the installation and/or de-installation is performed by the Lessor, its Personnel, or its Subcontractor(s). For purposes of this STCs, installation and de-installation of the Equipment shall be considered as performed by the Lessor, if such installation and/or de-installation is conducted by the Lessee under the supervision or by the instructions of the Lessor.
8. **Acceptance:** After on-site installation at Lessee’s premises, the Equipment will be subject to on-site acceptance testing which Lessor and Lessee will mutually agree upon (the “**Site Acceptance Test**” or, alternatively, “**SAT**”). Upon Lessor’s written request, Lessor will be invited to attend the SAT, at Lessor’s expense. At such time as the Equipment meets the SAT, the installation shall be deemed to be completed and Equipment deemed to be accepted by Lessee (the “**Final Acceptance Date**”). Notwithstanding anything to the contrary in these terms and conditions, the Final Acceptance Date shall be such time as the system passes the SAT.
9. **Representations and Warranties of Lessor:** In addition to the warranty stated in Lessee’s PO terms and conditions, Lessor warrants that all Equipment leased hereunder, and all software, parts and components thereof will be of good quality and free from defects in material and workmanship throughout the Term of the Lease from the Final Acceptance Date. Lessee may charge Lessor all expenses of inspecting, unpackaging, examining, repacking, storing, and re-shipping of any defective or non-conforming Equipment. Lessor warrants that it has title to the Equipment and that the Equipment is free of all liens, security interest and/or encumbrance during the Term of the Lease. These warranties shall survive inspection, test, acceptance, and payment and shall accrue to Lessee, its successors, assigns and customers. Warranty failures may be returned to Lessor for repair, replacement, refund, or credit if applicable at Lessee’s option and at Lessor’s risk and expense. Repaired and replacement Equipment shall be new and not reconditioned (unless otherwise agreed to in writing between the Parties) and subject to the Warranty terms herein.
10. **Ownership, Title:** Except as expressly stated otherwise in writing by the Parties, the Parties intend and agree that: (a) the Equipment shall remain Lessor’s property, and Lessor owns title thereto and shall not be impaired,

notwithstanding the Equipment being affixed to any real estate property; (b) title to the Equipment shall at all times remain in Lessor, and Lessee shall acquire no interest therein other than a leasehold interest.

- 11. Liens:** The Parties shall (i) waive and agree not to assert any and all liens, rights, encumbrances or claims to any labor, services, products, parts, components, and/or materials furnished, and to be furnished, in connection with this PO, the Equipment and the Services (collectively, "**Liens**"), and (ii) indemnify and hold each other, their parental companies, and any affiliates harmless from any and all Liens. Lessor further agrees to ensure that all its Subcontractor agreements pertaining to the Equipment and/or Services, provided under the PO, shall contain corresponding waivers regarding the Liens made by the Lessor's subcontractors and indemnification by the Lessor's subcontractors in favor of Lessee and any of Lessee's affiliates. Such obligations provided herein will continue beyond the termination of this PO whether by completed performance or otherwise. Lessor shall be responsible for payment in full for all work, labor, products, services, and/or materials provided by third parties contracted by Lessor, including Lessor's subcontractors, in its performance of this PO. Any failure by Lessor to pay Lessor's subcontractors and to obtain the necessary Lien waivers may result in Lessee withholding any payment owed to Lessor under this PO, until such payment is made, and Lien waivers are obtained from Lessor's subcontractors. Such non-payment by Lessee will not be construed as a breach of this PO by Lessee.
- 12. Care, Use, and Maintenance of the Equipment:** Lessee shall (1) use the Equipment during the conduct of its business, for the purpose for which the Equipment was leased for, in a careful and proper manner and in compliance with (i) all applicable maintenance and operating manuals or service agreements, provided that such documents have been provided to Lessee prior to the lease hereunder, (ii) all applicable Laws; (2) provide written notice to Lessor prior to any change of the location of any Equipment; and (3) without Lessor's prior written consent, not attach or incorporate the Equipment to or into any other property. Lessee may make alterations, improvements, and additions to the Equipment, without consent of Lessor, provided that such alterations, improvements, and additions do not: (1) interfere with the operation or utility of the Equipment, (2) affect the capacity, stability, or safe operation of the Equipment, or (3) adversely affect the value of the Equipment, or affect the remaining useful life of it, which the Equipment would have without such alterations, improvements, and additions. Otherwise, all alterations, improvements, and additions require the prior written consent of Lessor. Before returning the Equipment to Lessor, Lessee shall remove any alterations, improvements, and additions not owned by Lessor. If removed, Lessee shall at its expense, restore the Equipment to its original condition, ordinary wear and tear excepted. Except as provided in this Section 10., Lessee shall not detach or otherwise remove any parts from or make any material alterations to the Equipment. Upon reasonable prior written request notice by Lessor, Lessee shall grant Lessor access to the premises where the Equipment is located for the purpose of inspecting such Equipment and all applicable records of it, at any reasonable time during normal business hours and without the disruption of Lessee's business operations. Lessor acknowledges and accepts, that Lessor's access to Lessee's premises is subject to Lessee's applicable visitor policy.
- 13. Rental Payments:** Lessee shall pay the payments in the amount and at the times as set forth in the applicable Lease Schedule or on the face of Lessee's PO for the Equipment. Payments are contingent upon compliance with the Equipment Specification and successfully completing the acceptance criteria after installation at Lessee's premises.
- 14. Liability for Loss and Damage:** Lessee shall be responsible for any loss of or damage to the Equipment during the Term of the Lease caused by Lessee's gross negligence or willful misconduct, after the Final Acceptance Date, ordinary wear and tear excepted. If the Equipment is lost, stolen, or damaged while in Lessee's possession, Lessee will promptly notify the Lessor of such event. In the event of such loss or damage, Lessee, at its option, shall: (i) repair the Equipment to return it to good working order; or (ii) replace the Equipment with an Equipment of the same type and condition or with a later model (upon the Lessor's written approval), in good condition and working order, free and clear of all liens and encumbrances; or (iii) pay the Lessor the then-current Fair Market Value (for purposes of this STCs "Fair Market Value" shall mean the price the Equipment would sell for on the open market immediately before the loss of or damage to the Equipment has occurred) of the Equipment, less any rental payments previously made. In no event shall Lessee's aggregate liability for any loss of or damage to the Equipment exceed the then-current Fair Market Value of the Equipment.
- 15. Taxes:** During the Term of the Lease, Lessor shall pay all applicable taxes, assessments, and license and registration fees of the Equipment. Lessor shall, on request, provide the Lessee with proof of those payments and copies of any tax returns and reports filed or prepared concerning the Equipment.
- 16. Term and Termination:** The term of each Lease shall begin on the Final Acceptance Date, and it shall terminate on the date specified on the face of Lessee's PO or in the applicable Lease Schedule ("Term"). Lessor will not have the right to terminate the applicable Lease for its convenience and without cause. Lessor may immediately terminate each Lease with written notice to Lessee, if Lessee: (i) materially breaches any term of this STCs or the applicable Lease Schedule and said breach cannot be cured within thirty (30) days from the receipt of Lessor's notice; (ii) becomes insolvent; (iii) makes a general assignment for the benefit of creditors; or (iv) avails itself of or becomes subject to any proceeding under any applicable bankruptcy or insolvency law. Lessee shall have the right, at its option, upon thirty (30) days prior written notice to Lessor to terminate any applicable Lease for convenience, without incurring any liability.
- 17. Return of the Equipment:** Upon expiration or termination of the Term of the Lease, unless otherwise agreed between the Parties in writing, Lessor shall remove the Equipment from Lessee's premises and Lessee shall hand over the Equipment to Lessor in the condition as when it was delivered to Lessee, ordinary wear and tear excepted and Lessor shall bear the cost of return shipment and risk of loss or damage shall transfer to Lessor upon initiating the de-installation process, provided that said process is performed by the Lessor. In case the de-installation is performed by the Lessee, risk of loss or damage shall transfer to Lessor upon the completion

of the de-installation.