

General Terms and Conditions for Indirect Procurement

Unless superseded by a written formal agreement entered into by both parties ("**Agreement**"), these terms and conditions contained herein, any files linked herewith, and any other attachments to this PO ("collectively the "PO" or "Purchase Order") constitute the complete and exclusive agreement between the Buyer issuing the PO as noted on the first page ("Buyer" or "Jabil") and Supplier ("Supplier"). The PO is limited to and conditional upon Supplier's acceptance of these terms and conditions exclusively. The PO does not constitute an acceptance of any offer or counteroffer made, or sales order or quotation submitted, by Supplier. Any reference in the PO to any offer or proposal made by Supplier is solely to incorporate the description or specifications of Deliverables in the prior proposal, but only to the extent that the description or specifications do not conflict with the description and specifications in the PO. Supplier shall not seek to: (i) modify, (ii) contradict, (iii) negate, or (iv) add to, any term contained in this PO (each a "Supplier Add"). Supplier Adds shall be of no force or effect, and the terms of this PO alone shall bind the Parties. Supplier accepts the PO, including these terms and conditions, and forms a contract by doing any of the following: (a) commencing any work under the PO; (b) accepting the PO in writing; or (c) any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order. If there is any conflict among the Agreement and its appendices, the relevant Statement of Work ("SOW"), PO and applicable Supplemental Terms attached hereto, the precedence shall be as follows: (1) quantity, price, payment and delivery terms as set forth in the PO, (2) the Agreement and its exhibits, if the Agreement conflicts with any of its exhibits, the provisions of the Agreement shall prevail; (3) the relevant SOW and its exhibits, if there is a conflict between the SOW and its exhibits, the provisions of the SOW shall prevail; (4) the remaining clauses of this PO.

1. Certain Definitions: (i) "**Affiliates**" shall mean, in respect of an entity, any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity; (ii) "**Authorized Supplier**" shall mean a Supplier who has contracted with a subcontractor and/or manufacturer to represent such subcontractor and/or manufacturer's brand; (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, consultants, or representatives, under or in the performance of this PO; (iv) "**Control**", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interest in the subject entity; (v) "**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 (vi) "**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; (vii) "**Defect**" or "**Defective**" means a defect to Deliverable or deliverables that results in breach of the warranty in Section 8.; (viii) "**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; (ix) "**Delivery Date**" shall mean the date Supplier is required to deliver the Deliverable to the locations designated on Buyer's PO; (x) "**Embedded Software**" means Software necessary for operation of goods and embedded in and delivered as an integral part of Deliverables; (xi) "**GDPR**" means the Regulation (EU) 2016/679; (xii) "**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; (xix) **"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; (xx) **"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; (xxi) **"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; (xxii) **"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; (xxiii) **"Specifications"** means written specifications setting forth manufacturing, component, testing, shipping, and all other technical requirements for the Deliverables; (xxiv) **"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 (xxv) **"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: All prices are firm and shall not be subject to change. Supplier warrants the pricing for any Deliverables shall not exceed the pricing for the same or comparable Deliverables offered by Supplier to third parties. Supplier shall promptly inform Buyer of any lower pricing levels for same or comparable Deliverables or services, and the parties shall promptly make the appropriate price adjustment. Payment of Supplier's invoices shall be net ninety (90) days from the end-of-month of receipt and completion of Deliverables at the locations designated on Buyer's PO unless otherwise agreed to in writing by the Parties. 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 (including national, federal, state, or local taxes) unless Buyer cannot supply an appropriate tax exemption certificate. Buyer will never be liable for Supplier's net income, capital, net worth, or similar taxes. Any applicable taxes shall be separately stated on the face of this PO and separately invoiced.

3. Cancellation: Buyer may cancel this PO orally or in writing, in whole or in part, at any time if the Supplier breaches this PO or if a finding of default is made or other certain events occur, including but not limited to: (i) default by Supplier with respect to Delivery, quality, or other obligations under this PO; (ii) Supplier's failure to accept the PO within five (5) days; or (iii) insolvency of Supplier, filing by Supplier of a voluntary petition in bankruptcy, filing of an involuntary petition to have Supplier declared bankrupt, provided the same is not vacated within thirty (30) days from the date of such filing, or the execution by Supplier of any assignment for the benefit of creditors, or the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrator, business rescue practitioner, curator or similar officer in respect of any of the Suppliers assets, or the shareholders, directors or other officers of the Supplier request the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrator, business rescue practitioner, curator or similar officer, or any other analogous step or procedure is taken in any jurisdiction. In the case of (i), (ii) or (iii) above Buyer shall incur no liability after giving written notice of the cancellation. Buyer shall have the option to cancel this PO orally or in writing, in whole or in part, at any time without cause and at its discretion. In such event, Buyer's liability shall not exceed the full price of Deliverables already manufactured to meet scheduled Delivery Dates. Such liability is limited to deliveries that Buyer has ordered with dock dates of no more than thirty (30) calendar days from the date of notification of such cancellation. Upon notification of cancellation, Supplier will provide a complete cancellation cost analysis and shall immediately notify Buyer of any anticipated cancellation costs. In the event of Buyer's cancellation of the PO for convenience, Buyer shall only be liable for cancellation-related expenses in the event that Supplier provides a complete cost analysis for Buyer's inspection; and Supplier is otherwise unable to sell the Deliverables to another source within a reasonable timeframe. 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 this PO.

4. Delivery: Time is of the essence for delivery, performance, and all other obligations arising herein. If Supplier does not meet the scheduled Delivery Dates, and Supplier fails to demonstrate to Buyer that it has taken best efforts to comply with meeting the Delivery Dates, then Buyer may, at its option cancel this PO, or any part of this PO, without incurring any liability. If Buyer requests expedited shipment of any late deliveries, Supplier will be responsible for shipping costs. Supplier will not ship ahead of the scheduled Delivery Date unless authorized by Buyer in writing. Buyer may reject, at its option, all unauthorized early shipments at Supplier's expense.

Payments for early shipments unauthorized by Buyer will be postponed until the applicable due date after the scheduled Delivery Date. Supplier, when it has reason to believe that deliveries will not be made as scheduled, will provide immediate written notice to Buyer setting forth the cause of such anticipated delay and the anticipated actual time for delivery (hereinafter referred to as "**Grace Period**"- Grace period cannot be longer than eight (8) calendar days). Supplier shall be, in addition to any other remedy available to Buyer, liable for Buyer's documented additional expenses and costs due to its failure to deliver in the event Supplier fails to provide such notice. If Deliverables cannot be delivered by the Delivery Date or within the Grace Period, Jabil will sustain substantial financial loss or damage. 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 Jabil by reason of any such delay (which losses would be difficult or impossible to calculate with certainty) and are neither intended as a penalty nor operate as a penalty. Jabil 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 up to a maximum of twenty (20) percent of the purchase price of the late delivered Deliverables starting on the day after the Delivery Date or Grace Period as liquidated damages. Notwithstanding the foregoing, - unless Section 19. 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 Purchase Order by Supplier. All Deliverables will be shipped under "FCA Supplier's facility (Incoterms 2020)". Supplier must utilize the carriers or freight forwarder provided in Buyer's shipping guidelines for the transit from Supplier's facility to the Buyer's receiving dock. If Supplier uses any other transportation agent, Supplier will reimburse Buyer for any additional costs incurred for transportation. If no transportation agent is specified, Supplier will use a transportation agent acceptable to Buyer. Title shall be transferred to Buyer following acceptance of the Deliverables by Buyer, but no sooner than the physical delivery of the Deliverables to the final destination designated on Buyer's PO. Before and at the time Deliverables are shipped, Supplier will give Buyer sufficient warning in writing (including appropriate labels on all Deliverables, containers, and packing, including without limitation disposal and recycling instructions, material safety data sheets and certificates of analysis) of any hazardous or restricted material that is an ingredient or part of the Deliverables, together with any special handling instructions that are needed to advise carriers, Buyer, and their employees how to take appropriate measures while handling, transporting, processing, using or disposing of the Deliverables, containers, and packing. Supplier agrees to comply with all Laws pertaining to Deliverable content and warning labels, including without limitation the U.S. Toxic Substances Control Act and European Union Directive 2000/53/EC.

5. Packing and Shipping: Shipments must be preserved, packaged, 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 preserve, package, 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 to in writing and such agreement is referenced in this PO. All containers, packing lists, bills of lading and invoices must list the PO number. Each PO number must be placed on the shipping documents and in the reference fields of the automated shipping systems. Supplier shall comply with all applicable Laws relating to shipments and the entry of the Deliverables into the relevant jurisdictions for Delivery and provide to the Buyer and the Buyer's agent with all information required for these purposes under the Laws (including customs requirements). By way of example: (i) Suppliers that import to the United States of America will comply with the security recommendations in accordance with the US Customs Trade Partnership Against Terrorism (C-TPAT). Supplier will provide Buyer or Buyer's designated agent with all necessary information to complete the Importer Security Filing (ISF), when required, and (ii) All Suppliers that import into the European Union (EU) will comply with the security recommendations in accordance with the Authorized Economic Operator (AEO) guidelines. Supplier will make every reasonable effort to ensure information is provided timely and accurately, and in such a manner as stipulated by Buyer. 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. If Supplier provides inaccurate information or refuses to supply the required information, Buyer may terminate the PO without liability to Supplier. This document may contain technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S. C., Sec. 2751, et seq.).

6. Obligations of the Supplier: The Supplier shall provide the Deliverables to Buyer in accordance with Buyer's requirements. The Supplier shall ensure that the Deliverables are provided in accordance with, and with due regard to, all relevant Laws. The Supplier shall ensure that accurate and comprehensive records are maintained of all activities of the Supplier under this PO. The Supplier shall provide Buyer with such information and documents in connection with the Deliverables as Buyer may request from time to time. The 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 this PO, (4) at all times be answerable to Buyer and prepare and submit to Buyer promptly such reports relating to the Supplier's obligations 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 this PO, (6) exercise due skill and proper care and shall at all times maintain the highest professional standards, and (7) do nothing (whether by act or omission) that is adverse or prejudicial to the standing and reputation of Buyer.

7. Acceptance: Final inspection and acceptance by Buyer will be at destination unless otherwise specified in this PO. Buyer may inspect all or a sample 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 inspection (other than the standard inspection) after discovering defective or nonconforming Deliverables, any additional inspection costs

will be paid by Supplier. No inspection, tests, approval, design approval, or acceptance of the Deliverables relieves Supplier from responsibility for warranty or any latent or patent defects, fraud, or negligence. If Deliverables are defective or nonconforming, Buyer may, by written notice to Supplier: (a) rescind this PO; (b) accept the Deliverables at an equitable reduction in price; or (c) reject the Deliverables and require the delivery of replacements or reperformance. Delivery of replacements will be accompanied by a written notice specifying that the Deliverables are replacements. If Supplier fails to deliver replacements or complete reperformance promptly, Buyer may correct any retained defective or nonconforming Deliverables at Supplier's expense; replace them with Deliverables from another supplier and charge the Supplier the cost thereof, including cover, and any incidental costs; or terminate this PO for cause.

8. Warranty: Unless otherwise agreed upon by the Parties in writing, the "Warranty Period" shall be two (2) years upon taking title of the Deliverables (or in case of services upon the completion of performance of the service) notwithstanding any termination or cancellation of this PO. Supplier warrants that all Deliverables purchased hereunder (1) will be provided in a professional and workmanlike manner in accordance with the highest standards in the industry and be free from defects in design (to the extent the design was provided by Supplier), material and/or workmanship; (2) will be new and not used or reconditioned; (3) will upon Buyer's taking title of the Deliverable and for the Warranty Period conform to the specifications, drawings, and/or descriptions provided to Buyer before its purchase hereunder; (4) will upon Buyer's taking title of the Deliverable and for the Warranty Period be 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; and (6) shall comply with Buyer's customer's requirements that are shared by Buyer with the Supplier; (7) will comply with such other Deliverable specific warranties as may be required by Buyer for the time period required by Buyer; and (8) shall 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. This warranty is in addition to and not in lieu of any other warranties given by Supplier and warranties created or existing pursuant to applicable Law. This warranty is fully transferable by Buyer at Buyer's option to Buyer's customers. 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; (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) with Supplier's prior authorization, 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 Jabil 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. These warranties shall survive inspection, test, acceptance, and payment and shall accrue to Buyer, its successors, assigns and customers. Warranty failures may be returned to Supplier for repair, replacement, or credit at Buyer's option and at Supplier's risk and expense. Repaired and replacement Deliverables shall be new and not reconditioned (unless otherwise agreed to in writing between the Parties) and subject to the Warranty terms herein. If Supplier breaches any warranty specified in this PO or afforded by Law, Buyer shall be entitled to avail itself cumulatively of all remedies in Law or in equity. Notwithstanding anything to the contrary to this Section 8., Buyer shall be entitled to full compensation for any and all losses, damages, costs and expenses (including but not limited to rework costs, overtime charges, cost of manufactured or partially manufactured assemblies, fines and penalties paid by Buyer and/or claimed by any customer of Buyer related to a breach of Supplier's warranties hereunder) and other similar amounts suffered or incurred.

9. Cybersecurity & Data Protection: 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 Jabil data, communications, records, Confidential Information, and personal information ("Jabil Data") and/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 Jabil. 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 Jabil 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 Jabil so that Jabil 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 Jabil'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, 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 9.

10. Authorized Supplier: If Supplier is an Authorized Supplier, Supplier covenants, warrants and represents that it has effective contractual agreements in place with each subcontractor and/or manufacturer whose Deliverable(s) it is procuring to sell to Buyer. Supplier shall: (a) only ship Deliverables to Buyer that have been procured directly from the manufacturer and/or its subcontractor, (b) not ship Deliverables to Buyer that have been procured from any other source without prior written consent from Buyer, and (c) be considered an unapproved independent supplier for Deliverables procured from other sources. Failure to obtain Buyer's prior written approval constitutes a material breach under the terms of this PO. Supplier will fully indemnify Buyer from any and all claims, losses and damages that result from said breach. Buyer reserves the right to reject any and all requests for approval or require additional verification and testing of Deliverables.

11. Compliance with Applicable Laws: Supplier represents and warrants to Buyer that the manufacture, Delivery, or sale to Buyer of any Deliverables under this PO complies with all applicable Laws and that any services shall be provided in accordance with all applicable Laws, including without limitation import or export laws, product safety, emissions and environmental requirements, packaging regulations including the ISPM 15 "Requirements of Wood Packaging Materials", social responsibility code of conduct requirements (including, upon request, submission of compliance proof to the Responsible Business Alliance requirement through either submission of a self-assessment questionnaire administered by either a 3rd party affiliated with the RBA organization or Buyer), 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 legal compliance. Supplier agrees specifically to comply with all Federal, State, and local Laws, statutes, ordinances, rules, regulations, and relevant orders of the Secretary of Labor relating to equal employment opportunity. If this PO, or any part thereof, is a subcontract under a U. S. Government prime contract, the Federal Acquisition Regulations (FAR) clauses specified in 52.244-6 in effect on the date of this PO, are, to the extent applicable, incorporated herein by reference with the same force and effect as though set forth in full text. In such clauses, unless otherwise stated, the term "Contractor" means Supplier except in the term "prime contractor," "subcontractor" means Supplier's subcontractor, "Contract" means this PO, except in the term "prime contract" and both "contracting Officer" and "Government" mean Buyer except as otherwise indicated. **Supplier and Supplier's subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.** To the extent applicable, the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, and the VETS-4212 reporting requirements set forth in 41 CFR § 61-300.10 are hereby incorporated by reference into this contract.. Both Parties will adhere to all applicable Laws and regulations governing such party's conduct in connection with this PO, including, without limitation, the United States Foreign Corrupt Practices Act, the UK Bribery Act, any laws or regulations of the U.S. Department of Commerce Bureau of Industry and Security and will not export or re-export any technical data or Deliverables received from a party, or the direct Deliverable of such technical data, to any proscribed country listed in the U.S. Export Administration regulations unless properly authorized by the U.S. government. Supplier covenants that it shall not sell, distribute, disclose, release, receive or otherwise transfer any item or technical data provided under this PO 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 Treasury. The foregoing clause shall apply regardless of the legality of such a transaction under local law.

12. Indemnification: Supplier will 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 (including fees for service of subpoena in which claims are asserted against the Supplier) arising from any claim based in part or in whole on (i) any Deliverables, a Recall, product Specifications, or any design, information technology and processes supplied and/or approved by Supplier or otherwise required by Supplier of Buyer: (ii) that Buyer's (or Buyer's Affiliates') use or possession of any item in subsection (i) infringes (is alleged to infringe) any IPR of a third party; (iii) actual or alleged non-compliance with applicable Law; or (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 representations, warranties and covenants

made under this PO Buyer will notify Supplier in writing of any claims made against Buyer; (vi) any negligent acts or omissions or willful misconduct of Supplier or its personnel 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 reimburse Buyer's expense for counsel if Supplier does not assume control of the defense of a subject claim or respond to a subpoena. Supplier will not make any settlement that affects Buyer's rights or interests without Buyer's prior written approval which will not be unreasonably withheld. If the use by Buyer or its Affiliates, subsidiaries, assigns or customers of any Deliverables or service furnished under this PO is enjoined ("Infringing Deliverable"), Supplier shall, at its own expense, procure for Buyer the right to continue using the Infringing Deliverables. If Supplier is unable to do so, Supplier shall at its own expense, either replace the Infringing Deliverable with a non-infringing Deliverable or modify the Infringing Deliverable so that it becomes non-infringing. If Supplier is unable to replace or modify the Infringing Deliverable, Supplier shall promptly refund in full all costs paid by Buyer for the Infringing Deliverable. Exercise of these remedies shall not be exclusive of or without prejudice to any other remedies provided in Law or equity which are available to Buyer. If the use of such Deliverables is enjoined, temporarily or permanently, Buyer may return such Deliverables to Supplier for full credit and cancel any remaining portion of the PO. Supplier will maintain all insurance and/or bonds necessary to satisfy its obligations under this PO, including without limitation, its obligations set forth in Section 12. hereof. Such insurance shall apply globally, respond in all jurisdictions, and at a minimum, and without limiting the foregoing covenant, Supplier will maintain general liability insurance, automobile insurance, errors and omissions insurance, recall insurance and worker's compensation insurance as required by Law and necessary to satisfy its obligations under this PO.

13. 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 laws of the United States or other jurisdictions. 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).

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.

14. Changes: Buyer reserves the right at any time, to request changes in the specifications, drawings, samples, or other description to which the Deliverables or services 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. This PO will not be deemed or construed to be modified, amended, rescinded, canceled, or waived in whole or in part, except in writing by Buyer.

15. Confidential Information: "Confidential Information" means information on tangible media clearly designated by one party ("**Provider**") to the other party ("**Recipient**") as being confidential to it (whether or not it is marked "confidential") and any other information which ought reasonably be considered to be confidential. Orally disclosed information is also Confidential Information if Provider gives Recipient a marked writing containing a summary, the approximate date and time and the recipients of such disclosure within thirty (30) days of disclosure. No information can be Confidential Information if (i) it is publicly available through no fault of Recipient; (ii) Recipient gets it from a third party who had the right to provide it; (iii) Recipient independently develops it or knew it before receiving it hereunder; or (iv) Provider discloses it to a third party without restriction. Recipient will 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. The confidentiality obligation set forth in this PO shall be observed during the term of the PO and for a period of five (5) years following the date of disclosure of the information. 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 Recipient 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 the Recipient, or at the respective Party's discretion, destroyed by the Recipient. 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.

16. 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 PO and particularly with regard to provision of the Deliverables.

17. Independent Contractor: The relationship of Buyer and Supplier is that of independent contractors. Nothing in this PO shall be interpreted or construed as creating or establishing the relationship of employer and employee between Buyer and Supplier or Supplier's personnel or subcontractors (collectively, "**Supplier Personnel**") and this PO does not constitute a partnership or relationship of agency or representation between Buyer and the Supplier. Buyer has no right to control directly or indirectly the terms and conditions of the employment of Supplier Personnel. Without limitation to the foregoing, neither Buyer nor Supplier has any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other. 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 (7 years State and Federal check); social security number trace; employment verification; education verification; global sanctions & enforcement check; five panel drug screening; or other local requirements as specified by Buyer.

18. Miscellaneous: Supplier may not subcontract, assign, or delegate in whole or in part, any of its obligations under this PO without Buyer's express written consent. Any attempted delegation or assignment will be void if it is not with Buyer's written consent. Failure by Buyer to insist upon strict compliance to the terms and conditions of this PO is not a waiver of the term or condition. The waiver of any term or condition of this PO must be in writing. No such waiver will be construed as a waiver of any other term or condition nor as a waiver 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 remainder of this PO to be valid or enforceable, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which will continue in full force and effect. Termination of this PO for any reason whatsoever shall not affect the continued enforceability and binding nature of such clauses as are expressed to survive termination of this PO and/or the continued application of which is necessary so as to give effect to such clauses and/or the purpose of such clauses.

19. 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 Purchase Order(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 Purchase Order was issued by Jabil 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, Jabil may cancel this Purchase Order without liability.

20. Dispute Resolution: Any dispute arising out of or relating to this PO shall be settled by binding arbitration under the applicable rules and procedures of the arbitration bodies listed as follows. This clause shall not preclude Parties from seeking provisional remedies from a court of appropriate jurisdiction. For any Buyer entity incorporated in the Americas, the laws of the State of Florida apply, excluding those portions relating to conflicts of laws. Disputes will be settled before the American Arbitration Association according to its rules, with the mandatory site for arbitration in Tampa, Florida. For any Buyer entity incorporated in China, the laws of the People's Republic of China apply, and disputes will be settled before the China International Economic and Trade Arbitration Commission ("CIETAC"), with the mandatory site for arbitration in Shanghai. For any Buyer entity incorporated in Asia (outside of China), Singapore laws apply, and disputes will be settled before the Singapore International Arbitration Centre ("SIAC"), with the mandatory site for arbitration in Singapore. For any Buyer buying entity incorporated anywhere else in the world, the laws of Austria apply, excluding those portions relating to conflicts of laws, and all disputes arising out of or in connection with the PO shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules, with the mandatory site for arbitration in Vienna, Austria. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. To the extent that a court of competent jurisdiction or arbitral panel reasonably determines that a local law must apply (notwithstanding the

express choices of law described in this Section 20.), the Parties agree and acknowledge that the application of such local law shall be limited in scope and narrowly tailored to apply in a limited context, and that thereafter all disputes shall be otherwise governed by this Section 20. as well as by the express arbitration provisions set forth herein. The language of arbitration shall in all cases be English, unless otherwise agreed by both Parties. The Parties hereby knowingly and voluntarily, and having had an opportunity to consult with counsel, waive all rights to trial by jury.

21. Notices: Any notice to Buyer will be directed to Buyers authorized representative. Any notice required pursuant to this PO will be in writing and will be deemed received as of the date of actual receipt of written notice.

22. Publicity: Without the prior written consent of the other party, neither party will use the name, logo, or trademark of the other party nor refer to this PO in any publicity or advertising or disclose to any third party any of the terms of this PO; provided that, Buyer may provide information relating to Deliverable performance, specifications, and warranties to its customers.

23. Insurance: Supplier will maintain all insurance necessary to satisfy its obligations hereunder, including without limitation, its obligations set forth in Section 12. Such insurance shall apply globally, and respond in all jurisdictions. 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. 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.

24. Canada POs: The Parties declare that they have requested, and do hereby confirm their request, that the present document and related documents be in English; les parties déclarent qu'elles ont exigé et par les présentes confirment leur demande que la présente entente, ainsi que les documents qui s'y rattachent, soient rédigés en anglais.

25. 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.

26. 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 AN AUTHORIZED REPRESENTATIVE OF BUYER AND SUPPLIER. 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.

27. Hardship. Supplier shall perform its obligations under this Purchase Order notwithstanding any change in circumstances or increase in cost affecting the performance of its obligations. For the purposes of this clause, a "hardship event" means a material and enduring change in circumstances beyond Supplier's reasonable control, which could not have been avoided or mitigated by the exercise of due diligence, and which fundamentally alters the equilibrium of the contract. No claim of hardship shall relieve Supplier of its obligations unless: (i) Supplier provides prior written notice within five (5) business days from the first occurrence of the alleged hardship event, (ii) such notice identifies in detail the facts, circumstances, and impact of the hardship, (iii) Supplier furnishes objective supporting documentation and a written request for specific relief, and (iv) the relief is expressly granted and agreed in writing by Jabil, in its sole discretion. The hardship notice must describe the specific obligations affected, the expected duration and consequences, the measures Supplier has taken or proposes to take to mitigate the impact, and any available alternative means of performance. Jabil may request additional information or reject the hardship claim in whole or in part. If Jabil accepts that a hardship event exists, Jabil may, at its sole discretion, determine the appropriate adjustments to the Purchase Order, including but not limited to alternative means of performance, revised timelines, partial relief, or termination. No increase in price, change to Delivery schedules, or suspension of performance shall be effective without Jabil's prior written agreement. Nothing in this clause shall limit or affect Jabil's rights and remedies under this Purchase Order or applicable Law, and any hardship relief granted shall not constitute a waiver of any other rights or remedies of Jabil.

28. 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 apply for the purchase of capital / manufacturing equipment ("Equipment") and services related to the production, calibration and/or installation thereof ("services"). Where there is a conflict or silence on the Buyer's PO terms and conditions, this Appendix A shall govern. For any purchase of components, materials, production parts, tooling, or other goods or services, Buyer's PO terms and conditions will apply instead of these terms.

1. Specifications: Buyer'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. Final payment is contingent upon compliance with the Equipment Specification and successfully completing the acceptance criteria after installation at Buyer's facility.

2. Pre-Installation: Supplier will provide Buyer with Supplier's then-current installation requirements, including the location space and storage needs. Supplier shall review the Pre-Installation Conditions (defined below) with Buyer to confirm that Buyer understands such requirements. Buyer is responsible for the following: ensure the site's compatibility with Supplier's shipment crates; provide environmentally adequate storage space for Equipment upon arrival at Buyer's facility and prior to installation; provide access to the facility to Supplier's employees for pre-installation surveys, unpacking, and installation of each system; make available Buyer personnel in sufficient numbers and of adequate capabilities on site to assist Supplier during pre-installation, unpacking, and installation; use Supplier-approved equipment, rigging, or other services to transport the Equipment, either assembled or in parts, to the place of installation; establish and maintain additional site conditions as indicated pursuant to Supplier's then current installation requirements; and provide any other support or assistance as reasonably requested by Supplier (the "Pre-Installation Conditions"). If, as a result of

Buyer's failure to comply with the Pre-Installation Conditions, Supplier is unable to complete an installation of equipment as scheduled, Buyer and Supplier will work together in good faith to devise a plan to complete the installation.

3. Installation: The Equipment shall be installed by Supplier in a good and workmanlike manner, provided that all the Pre-Installation Conditions stated in the Section 2. above have been met by Buyer. In the event installation cannot be completed within ninety (90) days of the delivery of the Equipment due to delays caused solely by Buyer, including Buyer's failure to comply with the Pre- Installation Conditions, Supplier may invoice for any portion of the purchase price for the Equipment not previously paid by Buyer without Buyer waiving the Acceptance Criteria set out below.

4. Acceptance Criteria: After on-site installation at Buyer's premises, the Equipment will be subjected to on-site acceptance testing which Supplier and Buyer will mutually agree upon (the "Site Acceptance Test" or, alternatively, "SAT"). Supplier will be invited to attend the SAT, at Supplier's expense. At such time as the Equipment meets the SAT, the installation shall be deemed to be completed (the "Final Acceptance Date"). Notwithstanding anything to the contrary in these terms and conditions, the Final Acceptance Date shall be the earlier of: (a) such time as the system passes the SAT, or (b) ninety (90) days from shipment if acceptance or use has been delayed through no fault of Supplier. Any unpaid balance of the purchase price shall thereupon become due and payable within ninety (90) days after the Final Acceptance Date, and the warranty period shall start from the Final Acceptance Date. Minor deviations from Equipment Specifications or the Buyer's acceptance criteria, which do not affect Buyer's ability to effectively use the Equipment will not be grounds for delayed acceptance but shall be remedied under the terms of the applicable warranty.

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 PO, (b) any part of such payment is attributable to work which is defective or not performed in accordance with this PO; provided however, such payment will be made as to the part attributable to work performed in accordance with this PO and which is not defective, (c) Supplier has failed to make payments promptly to Supplier's subcontractors or for goods or services related to the Equipment for which Buyer has made payment to Supplier, (d) if Buyer reasonably determines that the portion of the amount remaining unpaid under this PO will not be sufficient to complete the work in accordance with this PO, no additional payments will be due Supplier unless and until Supplier, at its sole cost, performs a sufficient portion of the work so that such portion of the amount remaining unpaid is determined by Buyer to be sufficient to complete the work, or (e) Supplier has failed to complete the work within the time period stated in this PO. In addition, Buyer may set off from payments otherwise due under this PO claims arising under other contracts or purchase orders with Supplier. Upon receipt of payment from Buyer, Supplier shall promptly pay each subcontractor the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to Supplier on account of subcontractor's work. Supplier shall, by agreement, require each subcontractor to make payments to his sub-contractors in similar 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 on Buyer's PO terms and conditions, 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. Such warranties shall survive any inspection, delivery, acceptance or payment by Buyer of such Equipment and services and shall survive the expiration or termination of the PO. 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, and re-shipping any defective or nonconforming Equipment. Prior testing periods of Equipment shall not start the running of the warranty period. Supplier agrees to repair Equipment or to replace any necessary parts at Buyer's site 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 Acceptance Criteria. 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 direct 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 unreasonable 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 direct 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 Buyer's or Buyer's customer's premises or utilizes the property of Buyer or Buyer's customer, whether on or off Buyer's or Buyer's customer's premises: (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, and agents will comply with all regulations that apply to the premises and may be removed from Buyer's premises at Buyer's discretion; (c) Buyer's employees, contractors, and agents 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 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, its customer, their respective agents, 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 or Buyer's customer's property, except to the extent caused by Buyer's sole negligence. Supplier shall keep those portions of Buyer's 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 PO. Supplier will coordinate all work and services to be performed at Buyer's 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. In addition, no more than thirty (30) days after receipt of Buyer's PO, Supplier will provide Buyer with any site/facility specifications relating to the requirements necessary for the proper set up of the Equipment, including 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. Any and all Documentation provided to Buyer shall be written in English. 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 PO, repair and replacement parts and service tools for each component of the Equipment, for a period of fifteen (15) years after acceptance of the Equipment by Buyer or such longer period as is set forth in the PO.

10. Additional Consequences of Termination: Upon termination or cancellation of this PO, Supplier will: (a) promptly terminate all work under the PO; (b) transfer title and deliver to Buyer the finished 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, except as otherwise expressly agreed in a separate PO issued by Buyer. Supplier will furnish to Buyer, within one (1) 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 10. 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 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 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 (including one in a foreign language, if required 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 affect Buyer's or Supplier's rights and obligations hereunder. Supplier shall not make any changes or amendment to this PO except through Buyer's purchasing department and pursuant to an amendment to this PO.

13. Training: Supplier will provide any and all necessary training and training materials to Buyer for the Equipment at the initial stage of installation, at no additional cost to Buyer, at Buyer's facility (unless another location is designated on the PO or in the specifications provided by Buyer). Supplier will provide training in the amount and on such schedule as may be reasonably required by Buyer. Supplier will provide the training materials in a computerized format, if possible. 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 13.

14. Background Checks: Buyer may require a background check of any of Supplier's employees, agents, and subcontractors ("Supplier Personnel") who perform work on Buyer premises, 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. Supplier's Personnel shall observe the working rules of all Buyer premises when on such premises. Buyer reserves the right to prohibit any Supplier's Personnel from performing Services on Buyer's premises.

15. Assignment & Delegation: Supplier will not delegate any duties, nor assign any rights or claims under this PO, or for breach thereof, without prior written consent of Buyer. Any attempted delegation or assignment will be void. 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. Buyer will promptly reply to Supplier in writing stating whether or not Buyer has objection to any such proposed person or entity. Supplier will not make a substitution for any subcontractor, person, or entity previously selected if Buyer objects to such substitution.

16. Liens: Provided that Buyer has paid Supplier for such items, (i) Supplier waives and agrees 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) Supplier shall indemnify, defend, and hold Buyer, its parent, and any affiliates harmless from any and all Liens. Supplier further agrees to ensure that all Subcontractor agreements pertaining to the work provided under this PO 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 continue beyond the termination of this PO whether by completed performance or otherwise. Supplier shall be responsible for payment in full for all work, labor, products, services, and/or materials provided by third parties contracted by Supplier, including Supplier's subcontractors, in its performance of this PO. 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 this PO until such payment 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 this PO.

APPENDIX B – EQUIPMENT LEASE

The terms of this Appendix B shall apply for 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 Appendix B and each Lease, (a) the term "Lessee" shall refer to the 'Buyer' as defined in Lessee's PO terms and conditions, and (b) the term "Lessor" shall refer to the 'Supplier' as defined in Lessee's PO terms and conditions. Where there is a conflict or silence on the Lessee's PO terms and conditions, this Appendix B shall govern.

1. Lease of Equipment: In accordance with the terms and conditions of Lessee's PO and this Appendix B, 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 Appendix B is incorporated (each Lease Schedule, together with the terms and conditions specified herein constitutes a "**Lease**").

2. 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.

3. 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.

4. 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.

5. 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 Appendix B, 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 of 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.

11. 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.

12. 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 Appendix B "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.

13. 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.

14. 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 Appendix B 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.

15. 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.