

Jabil Inc.

Purchase Order Terms and Conditions

Unless superseded by an executed Purchase Agreement or other signed agreements executed between the parties, these terms and conditions contained herein, any files linked herewith, and any other attachments to this Purchase Order ("collectively the "Purchase Order") constitute the complete and exclusive agreement between Jabil Inc., on behalf of itself and its subsidiaries and Affiliates ("Buyer" and/or "Jabil") and Seller, on behalf of itself and its subsidiaries and Affiliates ("Supplier"). Supplier shall not seek to: (i) modify, (ii) contradict, (iii) negate, or (iv) add to, any term contained in this Purchase Order (each a "Supplier Add"). Supplier Adds shall be of no force or effect, and the terms of this Purchase Order alone shall bind the parties.

1. Certain Definitions: (i) **"Defect"** or **"Defective"** means Product in breach of the warranty in Section 7; (ii) **"Specifications"** means written specifications setting forth manufacturing, component, testing, shipping and all other technical requirements for the Product; (iii) **"Materials Declaration Requirements"** means any requirements, obligations, standards, duties or responsibilities pursuant to any environmental, product composition and/or materials declaration Laws, directives, or regulations, including international Laws and treaties regarding such subject matter; and any regulations, interpretive guidance or enforcement policies related to any of the foregoing, including for example: RoHS Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment, O.J.L174, 1.7.2011, as amended from time to time, any similar Laws in Switzerland and the European Economic Area or other similar or related environmental, product composition or materials declaration Laws and interpretive guidance and enforcement policies relating to any of the foregoing. WEEE Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment, Directive 2012/19/EU (OJ:L197/38/2012), as amended from time to time, REACH Directive 2009/15/EC of the European Parliament and of the Council of 21 October 2009 establishing a framework for the setting or eco-design requirements for energy-related products (and applicable implementing measures thereunder) and European Union Member State implementations of the foregoing, or similar laws in Switzerland or the European Economic Area; Regulation (EC) No.1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals, as amended from time to time and the People's Republic of China (PRC) Measures for the Administration of the Control of Pollution by Electronic Information Products promulgated on February 28, 2006 (including any pre-market certification ("CCC mark") requirements thereunder and any relevant standards adopted by the PRC Ministry of Information Industry or other applicable PRC authority); Substances of Concern in Products (SCIP) regulations as defined in the (EU) Waste Framework Directive (2008/98/EC); Toxic Substances Control Act (TSCA) PFAS/3:1-PIP regulations, and/or other similar legislation; (iv) **"Law"** means any U.S., or non-U.S. federal, national, supranational, state, provincial, local or similar statute, Law (including common Law), regulation, treaty, constitutional provision, ordinance, code, directive, including the (RoHS Directive and WEEE Directive) notice, binding agreement, policy or rule of Law, legal requirement, other government restriction or regulation promulgated or entered into by any regulatory authority of competent jurisdiction, tribunal, judicial or arbitral body, administrative agency or commission or other government authority or instrumentality; (v) **"Authorized Supplier"** shall mean a Supplier who has contracted with a subcontractor and/or manufacturer to represent its brand; (vi) **"Product(s)"** means, without limitation any component, part, sub-assembly, assembly, raw material or other commodity purchased by Buyer from Supplier; (vii) **"Epidemic Failure"** means a Defect in more than one unit of the same Product where each such Defect (a) has a similar root cause; and (b) all such Defects occur in one percent or more of units received by Buyer; (viii) **"Epidemic Period"** means the period beginning with the first Delivery to Jabil of Product that is subject to an Epidemic Failure and continuing until Supplier demonstrates to Jabil that the Epidemic Failure is cured; (ix) **"Maximum Concentration Value"** means the highest concentrations of substances allowed under Law, including lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBBs) or polybrominated diphenyl ethers (PBDEs), as measured by weight in Homogenous Materials or in any other way applicable under Law. Under RoHS Requirements, these levels are: (x) (i) 0.1% for lead, mercury, hexavalent chromium, PBBs and PBDEs; and (ii) 0.01% for cadmium; or (y) any other level adopted by the European Union under the RoHS Directive, by the PRC Ministry of Information Industry or other applicable PRC authority under China RoHS, by the California Department of Toxic Substances Control or California Integrated Waste Management Board under California RoHS, or by other applicable authorities pursuant to any RoHS Requirements.; (x) **"Affiliates"** shall mean any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "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; (xi) **"Recall"** means any correction or removal of, field action or customer notification or communication that is initiated (a) at the direction of the FDA or any other regulatory authority, (b) voluntarily by Supplier or by Jabil's customer, or (c) by a court of competent jurisdiction, or any other regulatory Law; (xii) **"Jabil 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 Product(s), to the extent applicable) conceived, developed, or first reduced to practice by Jabil, its employees, consultants or representatives (including but not limited to Supplier, its employees, consultants or representatives) or jointly with Jabil, or its employees, consultants, or representatives, under or in the performance of this Purchase Order; (xiii) **"Open-Source License Terms"** means terms in any license for 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); (xiv) **"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.; (xv) **"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; (xvi) **"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 (xvii) **"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. (xviii) **"Data Protection Legislation"** means any applicable law relating to the Processing, privacy, and use of Personal Data including, without limitation: (a) EU Council Directives 95/46/EC and Directive 2002/58/EC; (b) and the GDPR, in each case, as amended, consolidated, replaced, or implemented from time to time ; (bc) any corresponding or equivalent national Laws or regulations in any part of the world; (xix) **"Embedded Software"** means Software necessary for operation of goods and embedded in and delivered as an integral part of Product(s); (xx) **"GDPR"** means the Regulation (EU) 2016/679; (xxi) **"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); (xxii) **"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; (xxiii) **"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; (xxiv) **"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; (xxv) **"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; (xxvi) **"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; and (xxvii) **"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 & Payment Terms: All prices are firm and shall not be subject to change. Supplier warrants the pricing for any Product(s) shall not exceed the pricing for the same or comparable Product(s) offered by Supplier to third parties. Supplier shall promptly inform Buyer of any lower pricing levels for same or comparable Product(s), and the parties shall promptly make the appropriate price adjustment. Payment terms are ninety (90) days end-of-month of receipt of Products at the locations designated on Buyer's Purchase Order or satisfactory completion of services unless otherwise agreed to in writing by the parties. Payment for tooling Purchase Orders will be made at thirty (30) percent of the tooling order cost upon confirmation of the Purchase Order and receipt of Supplier's first invoice. The initial tooling payment will not be subject to the standard payment terms but will be expedited for immediate processing by Jabil. Jabil will make a second payment of thirty (30) percent of the tooling cost after receipt of samples and completion of first article approval. Jabil will pay the balance of forty (40) percent of the tooling order after full approval. All monies paid are refundable to Jabil if the tooling does not produce parts that conform to agreed specifications. Buyer shall not be liable for any 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 Purchase Order and separately invoiced.

3.Cancellation: Jabil may cancel this Purchase Order orally or in writing, in whole or in part at any time upon the occurrence of Supplier's breach of this Purchase Order or a finding of default or other certain events, including but not limited to (i) default by Supplier with respect to Delivery, quality, or other obligations under this Purchase Order, or (ii) 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 (iii) Supplier's failure to accept the Purchase Order within five (5) days. In the case of (i), (ii) or (iii) above Buyer shall incur no liability after giving written notice of the cancellation. If Jabil provides oral notice of cancellation, Jabil will confirm such oral cancellation in writing within twenty-four (24) hours. Upon notification of cancellation, Supplier will provide a complete cancellation cost analysis and shall immediately notify Jabil of any anticipated cancellation costs. Buyer shall have the option to cancel this order, without cause, at its discretion. In such event, Buyer's liability shall not exceed the full price of Products 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. In the event of Buyer's cancellation, other than pursuant to Section 3 (i), Buyer shall only be liable for cancellation related expenses: (i) in the event Supplier provides a complete cost analysis for Buyer's inspection; and (ii) Supplier is otherwise unable to sell components or material 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 Purchase Order.

4. Jabil's Property: It is agreed that ownership and title of the tool will pass to Buyer once the tool has received final approval. Buyer has made payment in full, and the physical transfer of possession has been confirmed by signing off the supplementary sheet "Tool Transfer of Possession". The tool has to be clearly and permanently marked as property of Buyer or Buyer's customer, as directed in the Purchase Order. Any tools, equipment, programs or materials furnished to Supplier by Jabil for performance of this Purchase Order, or tooling specifically paid for by Jabil as part of this Purchase Order, whether itemized or included in the price of any Products, shall remain Jabil's property. Supplier agrees to maintain Buyer's tools and use them only to fill this and any future orders for Buyer. While in Supplier's custody and control, Buyer's property will be insured by Supplier at Supplier's expense in an amount equal to its replacement cost and Supplier will supply, at Buyer's request, evidence of the same. Buyer's property will be subject to repossession and/or removal by Buyer at any time.

5. Delivery: Time is of the essence for Delivery and all other obligations arising herein. "Delivery Date" and/or "Dock Date" shall mean the date Supplier is required to deliver the Product to the locations designated on Buyer's Purchase Order. If Supplier does not meet the scheduled Delivery Dates, and Supplier fails to demonstrate to Buyer that it has taken best commercial efforts to comply with meeting the Delivery Dates, then Buyer may, at its option cancel this Purchase Order, or any part of this Purchase Order without incurring any liability. If Buyer requests expedited shipment of any late deliveries, Supplier will be responsible for shipping cost. Supplier will not ship ahead of the scheduled Delivery Date unless authorized by Buyer in writing. Buyer may return, at its option, all unauthorized early shipments to Supplier 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 due to its failure to deliver in the event Supplier fails to provide such notice. If Product 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 Products for each full calendar day of late delivery up to a maximum of twenty (20) percent of the purchase price of the late delivered Products starting on the day after the Delivery Date or Grace Period as liquidated damages. Notwithstanding the foregoing, - unless Section 17. Force Majeure applies – if Supplier fails to properly deliver the Products, 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 materials or Products 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 material 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 Products 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 internationally shipped products will be shipped under "FCA Suppliers Facility (Incoterms 2020)". Products shipped under domestic transport may be FCA or another Incoterm agreed between Supplier and Jabil. For FCA terms, Supplier must utilize the carriers or forwarder provided in Jabil's shipping guidelines for the transit from Supplier's facility to the Jabil's receiving dock. Supplier must utilize Jabil's specified transportation agent for all shipments. If Supplier uses any other transportation agent, Supplier will reimburse Jabil for any additional costs incurred for transportation. If no transportation agent is specified, Supplier will use a transportation agent acceptable to Jabil. Title shall be transferred to Jabil upon the physical delivery of the Products to the final destination designated on Jabil's Purchase Order. Jabil assumes risk of loss for Products when Products have been received by Jabil's carrier or forwarder. In the

event a tooling Delivery is delayed, and it is estimated that such delay will exceed more than 25% of the agreed completion Date/Delivery time, Buyer may, at its option cancel this Purchase Order without incurring any liability. Before and at the time Product(s) are shipped, Supplier will give Buyer sufficient warning in writing (including appropriate labels on all Product(s), 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 Product(s), 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 Product(s), containers, and packing. Supplier agrees to comply with all Laws pertaining to Product content and warning labels, including without limitation the U.S. Toxic Substances Control Act and European Union Directive 2000/53/EC.

6. Packing and Shipping: Shipments must be preserved, packaged, handled and packed to permit efficient handling, provide protection from loss or damage, and comply with Jabil's specifications included on the Purchase Order, 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 agreements is referenced in this Purchase Order. All containers, packing lists, bill of lading and invoices must list the Purchase Order number. Each Purchase Order 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 Product(s) 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). 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. 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 ISF information, Buyer may terminate the relationship with Supplier, without recourse, subject to the terms set forth in this Purchase Order. 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.).

7. Warranty: Supplier warrants that upon Buyer's taking title to Product and for a period of five (5) years thereafter, notwithstanding any termination or cancellation of this Purchase Order, all Products purchased hereunder (1) will 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 conform to the published specifications, drawings, and/or descriptions provided to Buyer before its purchase hereunder; (4) will be fit for the intended purpose and safe for any use that is consistent with the applicable Specifications or that is reasonably foreseeable (and will conform to all of Supplier's representations and warranties); (5) shall be free from Malware and shall not expose any other products and services to any Malware; (6) shall comply with Buyer's customer's requirements that are shared by Buyer with the Supplier; and (7) shall comply with applicable laws. Buyer's approval of designs furnished by Supplier or acceptance of Product 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 Products, is authorized to sell Product, and that the Product is free of all liens, security interest or encumbrance; and (ii) that its development and supply of the Product(s) does not contravene any Open-Source License Terms; (iii) Buyer's use or distribution of the Product(s) 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 Product(s) will not infringe the IPR of any third party.. These warranties shall survive inspection, test, acceptance and payment and shall accrue to Buyer, its successors, assigns and customers. In the event of any breach of warranty, Buyer may, at its option: (1) return the affected Products 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 or replace such Products and return Products without Defect within three (3) days from the receipt of the returned Product; or (ii) refund the purchase price of the affected Products within three (3) days from the receipt of the returned Product; (2) have Supplier repair (on or off-site) the affected Products 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 Products, without disrupting Buyer's operations; (3) with Supplier's prior authorization, repair the affected Products at Supplier's expense; or (4) return the affected Products 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 Products (and if the substitute Product price – purchased by Jabil from another source – is greater, Supplier shall also reimburse the difference of the purchase price of any substitute Product and the affected Product) within thirty (30) days after receiving Buyer's invoice. Repaired and replacement Products 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 order or afforded by Law, Buyer shall be entitled to avail itself cumulatively of all remedies in Law or in equity. If there is an Epidemic Failure, Supplier will promptly do one or more of the following at Supplier's expense: Investigate the Epidemic Failure and determine its cause including testing or replacing all units delivered during or after the Epidemic Period, and promptly notify Jabil or the results of said investigation; supply on-site technical support and all necessary products to repair or replace Products known to be affected by the Epidemic Failure which were delivered to Buyer during the Epidemic Period; accept the return of all Products which were affected by the Epidemic Failure or were delivered to Jabil during the Epidemic Period for either repair or replacement at no charge to Buyer pursuant to which Supplier will pay all shipment costs and bear the risk of loss both to and from Supplier's factory; and/or ensure that the appropriate quality controls and other measures are taken so that all products of similar type supplied subsequent to the date of such an Epidemic Failure will not suffer the problems that cause or resulted from the Epidemic Failure. Notwithstanding anything to the contrary to this Section 7, Buyer shall be entitled to full compensation for any and all losses, damages, costs and expenses (including but not limited to (i) rework costs, overtime charges, work stoppages, production delays, retooling, cost of manufactured or partially manufactured assemblies; (ii) any costs and expenses relating to the Recall of Products incurred by Buyer or Buyer's customer; (iii) attorney's fees; (iv) fines and penalties paid by Buyer and/or claimed by any customer of Buyer related to a breach of Supplier's warranties hereunder; (v) cost of inspection, sorting inventories to isolate the affected Products; (vi) cost of retesting, storage, shipping, repackaging, re-installation, expediting, recovering, and replacing the affected Products; and (vii) costs of investigating, recovering, recalling, repairing or replacing other products and assemblies that incorporate or are otherwise potentially impacted by the affected Products) and other similar amounts suffered or incurred.

Supplier represents and warrants that there is no pending or threatened legal actions or proceedings before any court or administrative agency that may adversely affect Supplier's ability to perform its obligations in accordance with this Purchase Order. Supplier has full responsibility to conduct all patent, trademark and copyright searches necessary to identify and evaluate any potential infringement claims with respect to the Product. Supplier represents and warrants that the Products do not infringe or violate any patent, copyright or other intellectual property right of a third party. Supplier will pay all of Buyer's damages, attorney's fees and costs incurred in connection with a breach of this warranty. This warranty is fully transferable by Buyer at Buyer's option to Buyer's customers.

8. Quality/Inspection: Supplier will deliver Products conforming to applicable specifications (i.e., drawings, specification sheets, etc.) which are free of any and all Defects and otherwise comply with the warranties set forth in Section 7. Upon request, Supplier will make available to Buyer all Product test data relating to qualification as well as production yield as evidence of conformance to specifications and quality control. All Products will be subject to inspection and approval by Buyer. Buyer will have the right to inspect the Products at any time during the manufacturing process at Supplier's facilities or elsewhere provided Buyer gives reasonable advance notice of each visit, and such visit does not disrupt the manufacturing capability of Supplier or violate Supplier's safety or clean room procedures. Buyer may, at its option, reject and return any Products which contain Defective material or workmanship, or which do not conform to this Purchase Order, applicable drawings, specifications, or samples. Rejected Products which Buyer returns to Supplier and replacement or repaired Products which are returned to Buyer shall be returned at Supplier's risk and expense. Buyer may at its option use a reasonable sampling plan. Lots which fail to pass such sampling plans may, at Buyer's option be inspected 100% at Supplier's reasonable cost. Buyer may return any defective or nonconforming articles or lots to Supplier at Supplier's risk and expense. 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. Payment for any Products or services will not constitute final acceptance. If Product is rejected, Supplier agrees to supply Buyer with a return material authorization number (Including replacement Product if requested by Buyer) and an initial failure analysis and, a containment plan within twenty-four (24) hours of Supplier's receipt of notification. Supplier further agrees to provide Buyer with a full failure analysis and corrective action response within seven (7) days of notification. Supplier agrees to provide failure analysis and corrective action in Buyer's requested format. If replacement Product is found to be non-conforming or Delivery of replacement Product is not fulfilled as required Buyer may, at its option, cancel the related Purchase Order in whole

or part, without penalty or liability whatsoever to Buyer and/or Buyer may avail itself of any remedy set forth herein or pursuant to applicable Law. The date code limitation for all inbound components will be twenty four (24) months from the date of manufacture except Products with (a) customer specific age limits, (b) components having lead finishes that typically exhibit poor storage life, (c) products which contain finishes such as silver (AG) and Palladium Silver (pd-Ag) that do not use a Nickel (Ni) barrier, (d) moisture sensitive components which shall have a date code limitation of twelve (12) months and (e) Excluding PCB's RO-RG60-00006, Supplier Manual. In addition to these terms, the following will apply for tooling: the basis for design and construction of the tool are the 2D and 3D specification that are provided by Supplier as well as tool specifications that are provided by Buyer. These specifications will define: e.g. number of cavities, material grade for core, sliders, lifters, etc. The guaranteed lifetime of the tool is one million (1,000,000) shots, unless otherwise specified in the Purchase Order. A tooling progress report will be submitted weekly on the day agreed upon by the Supplier and Buyer's tooling engineer. Assignment of third parties for construction of the tool, or parts of the tool, is subject to written confirmation by Buyer. The following contents are to be included in Delivery: models, total package of 2D and 3D design drawings including assembly, inserts, sliders, ejectors, electrodes, gauges measurement reports, tool maintenance plan.

9. 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 Product(s) it is procuring to sell to Buyer. Supplier shall: (a) only ship Products to Buyer that have been procured directly from the manufacturer and/or its subcontractor, (b) not ship Products 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 Products procured from other sources. Failure to obtain Buyer's prior written approval constitutes a material breach under the terms of this Purchase Order. 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 Products.

10. 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.

11. Compliance with Applicable Laws. Supplier represents and warrants to Buyer that the manufacture, Delivery or sale to Buyer of any Product under this Purchase Order complies with all applicable Laws, including without limitation, 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. 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. Supplier agrees to comply with the RBA Code of Conduct found at: <http://www.responsiblebusiness.org/standards/code-of-conduct/>. Upon request, Supplier shall furnish Buyer with specific declarations and certifications of legal compliance. Supplier represents and warrants to Buyer that all Products will, at the time of sale or Delivery to Buyer, comply with all Product safety, emissions, environmental and other Laws applicable thereto, including the RoHS Directive, the WEEE Directive, Substances of Concern in Products (SCIP) regulations as defined in the (EU) Waste Framework Directive (2008/98/EC); Toxic Substances Control Act (TSCA) PFAS/3:1-PIP regulations, REACH and Information and Labeling Requirements, and any requirements included in the Product Specifications or provided by Buyer and the Supplier's published Specifications. Supplier represents and warrants that all Products sold to Buyer meet the Maximum Concentration Values and Materials Declaration Requirements unless Buyer and Supplier agree in writing that (1) RoHS Directive explicitly exempts the Product in question or (2) the RoHS Directive explicitly exempts the exceedance of the Maximum Concentration Values in the particular Product or component thereof. Supplier will obtain and maintain all certifications related to such requirements to the extent such certification is required by any applicable Law or is reasonably requested by Buyer. Supplier agrees to furnish to Buyer copies of all regulatory reports and certifications upon demand. Further, if any re-submissions for recertification are required, Supplier will provide timely notice to Buyer and immediately provide Buyer with copies and full details of same. 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. **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. The terms and conditions of the Jabil Circuit Supplier Mandate for Banned and Restricted Substances Policy ("BaRS Mandate") and the Jabil Circuit Supplier Requirements for Banned and Restricted Substances Policy ("BaRS Requirements") are incorporated as part of this Purchase Order as though fully set forth herein. With respect to the subject matter described in the Jabil BaRS Mandate and Jabil BaRS Requirements, to the extent there is any conflict between the Jabil BaRS Mandate and Jabil BaRS Requirements and the terms and conditions of this Purchase Order, the Jabil BaRS Mandate and Jabil BaRS Requirements shall prevail. The Jabil BaRS Mandate and Jabil BaRS Requirements are available at <https://www.jabil.com/about-us/supplier.html> and the version of the BaRS Mandate and BaRS Requirements that is current as of the date of the Supplier's Purchase Order acceptance shall govern the parties' relationship. **U.S. Provisions.** If this order, 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 (and Defense Acquisitions Regulations Supplement (DFARS) clauses specified in 252.244-7000 if the prime contract is with the U. S. Department of Defense) in effect on the date of this Order, 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 Seller except in the term "prime contractor," "subcontractor" means Seller's subcontractor, "Contract" means this order, except in the term "prime contract" and both "contracting Officer" and "Government" mean Buyer except as otherwise indicated. Both parties will adhere to all applicable Laws and regulations governing such party's conduct in connection with this Purchase Order, including, without limitation, the United States Foreign Corrupt Practices Act, the UK Bribery Act, and 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 products received from a party, or the direct product of such technical data, to any proscribed country listed in the U.S. Export Administration regulations unless properly authorized by the U.S. government. **DPAS Statement.** If this order, including any line or subline item thereof, as indicated by a DPAS rating symbol thereon, is a rated order under the Defense Priorities and Allocations System (DPAS), then the following statement applies to the order/line item/subline item: **"This is a rated order certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR part 700)"**

Conflict Minerals: Supplier acknowledges there is a regulatory focus on the use of minerals and derivative metals sourced from areas identified as conflict regions, including the Democratic Republic of the Congo ("DRC") and the surrounding nine central African countries. Metals that have been identified of interest from these regions include gold (Au), tantalum (Ta), tungsten (W) and tin (Sn), and are termed "Conflict Minerals," and the foregoing ten countries are termed "Covered Countries," in each case pursuant to Rule 13p-1 ("the Rule") under the Securities Exchange Act of 1934, as amended. The Products shall not contain Conflict Minerals from a Covered Country that directly or indirectly financed or benefitted an armed group (as

defined in the Rule), and Supplier represents and warrants that, to the best of its knowledge after conducting the inquiry required by this Section 11, no Conflict Minerals contained in a Product that originated in a Covered Country directly or indirectly financed or benefitted an armed group. For purposes of such representation, warranty and agreement, Supplier has in good faith adopted and used, or will in good faith adopt and use, as applicable, standards, policies, protocols, systems, frameworks and procedures that meet or exceed the requirements of the reasonable country of origin and due diligence inquiries contemplated by the Rule and the Organization for Economic Co-operation and Development's Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, in each case as supplemented by such policies, procedures and requirements of Jabil as shall be applicable to Supplier and/or the Products at the time. Supplier shall further comply with any requests for information, certifications or other documents or evidence as Jabil, either directly or through its agents, may request to ensure the Products' and Supplier's compliance with this Section 11, and Supplier shall notify Jabil promptly upon discovering or having reason to believe that Supplier has breached or any Product fails to comply with any representation, warranty or agreement in this Section 11 or if there is any misstatement or omission in any information, certification or other document or evidence furnished to Jabil pursuant to this Section 11, and Supplier shall immediately take such corrective action as shall be necessary to mitigate any costs or damages to or adverse disclosure by Jabil arising or that may arise out of any of the foregoing. Supplier shall include the substance of this Section 11, including the flow down requirement contained in this sentence, in all contracts, terms and conditions and the equivalent of either of the foregoing with its suppliers and shall adopt and communicate internally and externally a policy on conflict minerals usage that is consistent with Jabil's policy, and in each case, shall require its suppliers to do the same with respect to their direct and indirect suppliers. Supplier shall indemnify, defend, and hold Jabil, its Affiliates and their respective officers, directors, employees, agents and successors harmless from and against any and all claims, damages, losses (including loss of profits), liability, costs and expenses (including attorneys' fees) which arise out of Supplier's breach of or noncompliance with Section 11.

Toxic Substances: Supplier acknowledges that it is the intent of Buyer to identify and disclose where appropriate, including to Buyer's customers, all hazardous substances contained in or added to the Products. Supplier represents and warrants that none of the following hazardous substances are present in any Product: asbestos, azo colorants and its compounds, ozone-depleting substances (CFCs, HCFCs, HBFCs, carbon tetrachloride, etc.), tributyl tin oxide (TBTO), tributyl tin (TBT), triphenyl tin (TPT), polychlorinated biphenyls (PCBs), polychlorinated terphenyls (PCTs), polychlorinated naphthalenes (more than three (3) chlorine atoms), short chain chlorinated paraffins (SCCPs), and nuclear or radioactive materials. Supplier warrants that all its packaging, components and/or Products supplied by Supplier will not contain higher levels of any banned substances listed below, on a homogeneous or on any other level, than as described in or currently permitted under the Laws referenced in Section 11: Cadmium and compounds, Mercury and compounds Asbestos (all types), CFCs, Chlorofluorocarbons, HCFCs, Hydrogenated, chlorofluorocarbons, CHCs, Chlorinated hydrocarbons, PBDEs, Polybrominated diphenyl ethers, PBBs, Polybrominated biphenyls PCBs, Polychlorinated biphenyls PCTs, Polychlorinated terphenyls PCP, Pentachlorophenol. Buyer may change the content listed below upon prior written notice to Supplier. Except as otherwise specified, such changes shall be effective after three (3) months after the date of notification. Consumer Product packing must be free from the above mentioned substances including: Cadmium, Mercury, Lead and Chromium IV 100 PPM (MG/KG), PVC and PVC blends 1000 PPM (MG/KG). Notwithstanding any provisions in this Purchase Order to the contrary, Supplier warrants that they will not sell any Product manufactured for, or on behalf of, Jabil or its customers to any third party, or through any market channels, unless prior written consent has been provided by Jabil. Jabil may, in its sole discretion approve or deny any such request.

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) the Product, 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 Jabil's (or Jabil'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; (iv) design or product liability alleging that any item in subsection (i) has caused or will in the future cause damages of any kind, or (v) Supplier's breach of any representations, warranties and covenants made under this Purchase Order; or (vi) the use of AI that is non-compliant with applicable Laws including Regulation (EU) (EU) 2024/1689 (the "EU AI Act"), unsafe, or unauthorized. Buyer will notify Supplier in writing of any claims made against Buyer. 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 Product or service furnished under this Purchase Order is enjoined ("Infringing Product"), Supplier shall, at its own expense, procure for Buyer the right to continue using the Infringing Product. If Supplier is unable to do so, Supplier shall at its own expense, either replace the Infringing Product with a non-infringing Product, or modify the Infringing Product so that it becomes non-infringing. If Supplier is unable to replace or modify the Infringing Product, Supplier shall promptly refund in full all costs paid by Buyer for the Infringing Product. 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 Products is enjoined, temporarily or permanently, Buyer may return such Products to Supplier for full credit and cancel any remaining portion of the Purchase Order.

13. Intellectual Property: Supplier acknowledges and agrees that all rights in and to all Jabil Custom Development, and all IPR contained in or derived from the Jabil Custom Development, hereby vests exclusively in Jabil. The Parties expressly agree to consider as a "Work Made For Hire" any Jabil Custom Development which qualifies as such under the laws of the United States or other jurisdictions. To the extent the Jabil Custom Development does not qualify as a "Work Made For Hire", or where the applicable IPR does not for any reason vest in Jabil or where Jabil deems it necessary for any other reason, Supplier hereby assigns to Jabil all such right, title and interest in such Jabil Custom Development and all such IPR. Supplier agrees to provide all reasonable assistance, including providing technical information relating to the Jabil 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 document(s) which Jabil may deem necessary or desirable to perfect its ownership interest in such Jabil 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 Jabil Custom Development.

License to Supplier Intellectual Property. Without prejudice to the previous paragraph Supplier hereby grants to Jabil an unrestricted, irrevocable, perpetual, world-wide, sub-licensable, royalty-free license under Supplier intellectual property to use and exploit Jabil Custom Developments and Product(s), including to use, copy, modify, 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 Product(s) 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 Product(s) or for servicing the Product(s) (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 Products or services are to conform, the quantity and method of shipment and packaging, or in the time or place of Delivery. Supplier will advise Buyer in writing of any impact on cost, manufacturing or Delivery schedules within fifteen (15) days of Buyer's request. Supplier will institute any such change when authorized by Buyer in writing, and Buyer will pay any agreed-upon increase in Supplier's cost attributable to the change. Unless otherwise stated on the face of this Purchase Order or in an attachment to this Purchase Order, Buyer may reschedule any Delivery due at Buyer's facility more than seven (7) calendar days from the date such rescheduling without incurring any rescheduling charges or other expense. Supplier will confirm, within two (2) days, any changes or reschedules in writing, via mail, facsimile or electronic data transmission. Supplier will not, without the prior written consent of Buyer, make any process, design or other changes to the Products. Supplier shall notify Buyer of any changes made to the products via a Product or Process Change Notification (PCN). Buyer shall be notified a minimum of ninety (90) days before the scheduled shipment date of the Product identified in the PCN. Shipment may occur upon approval of the PCN by Buyer. For Product discontinuance, Supplier shall provide notice of Product discontinuance to Buyer, allowing a minimum of six (6) months from the notice to place final orders, and twelve (12) months from the notice for final shipments. This Purchase Order 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. 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 Product(s). This includes, without limitation, providing Buyer's customers with information relating to the Product(s), including performance characteristics, Specifications, compliance details, warranty terms, and other technical or commercial attributes relevant to the customer's use or evaluation of the Product(s). This Section 15 survives fulfillment or earlier termination of the Purchase Order for five (5) years.

16. Miscellaneous: Supplier may not subcontract, in whole or in part, any of its obligations under this Purchase Order without Jabil's express written consent. Supplier will not delegate any duties or assign any rights under this Purchase Order without prior written approval from Buyer. Any attempted delegation or assignment will be void. Failure by Buyer to insist upon strict compliance to the terms and conditions of this Purchase Order is not a waiver of the term or condition. The waiver of any term or condition of this Purchase Order 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 Purchase Order 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. This Purchase Order will be construed in accordance with, and governed by, the Laws of the State of Florida, without the application of its conflict of law principles. Supplier hereby consents to submit any disputes arising hereunder to Florida courts with jurisdiction over Pinellas County, Florida. To the extent required by Executive Order No. 11,246 and its implementing regulations, this Purchase Order incorporates by reference the Equal Opportunity Clause, 41 CFR 60-1.4(a). Supplier represents, to the best of its knowledge and belief, that the Supplier and any of its Principals (as defined in 48 C.F.R. 52.209-5) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. Supplier represents that it has not within a three-year period preceding this Purchase Order, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this paragraph. With Tooling Purchase Orders, Supplier agrees to waive any lien that it may have on all property covered under said Purchase Order once payment in full has been received.

17. Applicability of These Terms and Conditions. For the convenience of the Parties, and as a commercial accommodation, the Parties expressly agree that in the absence of a mutually executed, enforceable, and applicable supply agreement, any disputes concerning goods or services supplied by Supplier to Jabil, including Products, shall be governed under Jabil's most recent revision of these terms and conditions published at <https://www.jabil.com/about-us/supplier.html> regardless of the Parties' otherwise applicable terms and conditions.

18. 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 Product(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 Product(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 14 days, Jabil may cancel this Purchase Order without liability.

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

20. 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 Purchase Order in any publicity or advertising, or disclose to any third party any of the terms of this Purchase Order; *provided that*, Jabil may provide information relating to Product performance, specifications and warranties to its customers.

21. Cybersecurity. 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 Product(s), 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 by either Party 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 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 or other breach by Supplier of this Section 21. Supplier shall not enter any Jabil Data to any type of AI tools or use Jabil Data to train, retrain, or improve or otherwise develop any AI models without Jabil's explicit prior written consent.

22. Data Protection and Privacy: 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 Product(s) 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 22..

23. Artificial Intelligence. If Supplier uses or provides any system, Software, service, Product(s), 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 Product(s): (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 Product(s) 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.

24. 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 PRODUCT(S) OR SERVICES. 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.

25. 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.

26. 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.