



Purchase Order Terms and Conditions

These Purchase Order Terms and Conditions (the “**Terms**”) are incorporated into the purchase order (“**Purchase Order**”) for the purchase of the goods, services, or both as described on the face of the Purchase Order (collectively, the “**Products**”) by IA Smart Start LLC (the “**Buyer**”) from the party to whom the purchase order is addressed (the “**Supplier**”).

1. Purchase Order Acceptance; Order of Precedence; Modification.

- a. In the event Buyer transmits a Purchase Order to Supplier which does not reference the Terms, Supplier acknowledges that, prior to acceptance of such Purchase Order, it has had an opportunity to review and agrees to the Terms. By accepting the Purchase Order electronically, the Supplier expressly acknowledges and agrees to the Terms. The Terms apply to any repaired or replacement Products provided by Supplier hereunder.
- b. Buyer rejects any additional or inconsistent terms and conditions offered by Supplier at any time. Any reference to Supplier’s quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction.
- c. The Purchase Order, the Terms, any previously executed non-disclosure agreement (the obligations of which remain in effect), the specifications, drawings, or other documents referred to on the Purchase Order, and any applicable incorporated documents (the “**Agreement**”) constitute the entire agreement between the parties with respect to the Purchase Order. Neither party has relied on any promises, inducements, or representations by the other, except those expressly stated in the Agreement. The Agreement supersedes any prior or contemporaneous communications, representations, promises, or negotiations, whether oral or written, respecting the subject matter of the Purchase Order. All contract documents related to the Purchase Order are interpreted together as one agreement, but if there is an irreconcilable conflict among the provisions of those contract documents, the following order of precedence applies: a) any document executed by both parties after execution of the Purchase Order that is expressly intended to amend or supersede the terms of the Purchase Order; b) contract documents signed by both parties; c) the face of the Purchase Order; then d) the Terms.
- d. Without Buyer’s prior written approval, Supplier will not substitute any Products, make any changes to Products, make any changes to methods, processes, or equipment used in the manufacture or service delivery of any Products, change any manufacturing location or subcontracting process, make any changes in the drawings, designs, specifications, manufacturing equipment, production process, method of shipment or packing, quantity, or time or place of delivery of the Products, or substitute any sub-suppliers that may affect the quality or conformance of any Product with Buyer’s specifications. Supplier will notify Buyer of any such potential changes promptly as Supplier becomes aware of them.
- e. At any time by written notice and at no cost, Buyer may require Supplier to stop all or any part of the work under the Purchase Order for up to 120 days (“**Stop Work Order**”), and for any further period as Supplier and Buyer may agree. Immediately upon receipt of the Stop Work Order, the Supplier will comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work stoppage. During the Stop Work Order period, the Supplier will protect, store and secure such Products, materials, components or the works as well as any tools used for the Products production against any deterioration, loss or damage. Immediately upon receipt of a Stop Work Order, the Supplier will comply with its terms. At any time during the Stop Work Order period, Buyer may, in whole or in part, either cancel the Stop Work Order or terminate the Purchase Order, upon written notice with no liability except for any Products delivered and accepted by Buyer prior to the effective date of termination. To the extent the Stop Work Order is canceled or expires, Supplier must immediately resume work.
- f. Supplier is responsible for obtaining all raw materials, components, and services required by Supplier to perform under the Purchase Order (“**Components**”). Supplier will obtain third party warranties consistent with this section for all components and services required by Supplier to perform under the Purchase Order and Supplier is solely responsible for ensuring that all components and services meet required specifications, operate as intended and are free from all defects in workmanship and materials. Buyer

may, in its sole discretion, direct Supplier to purchase Components from Buyer affiliates, subsidiaries, business units, or divisions, or third-party suppliers (each a "**Directed Supplier**"). Where the Components are purchased under a Buyer negotiated pricing agreement with a third party, the Components are for the sole use of Supplier in the manufacturing process pursuant to the Purchase Order and must not be resold (whether in the form acquired or after incorporation into other goods) to any party other than a Buyer business unit, subsidiary, or designee. Buyer has no liability for any transactions between Supplier and a Directed Supplier and Supplier will not look to buyer for fulfillment of any obligations of a Directed Supplier. Regardless of whether Buyer directs Supplier to use a specific Directed Supplier, Supplier is solely responsible to ensure that all Components meet required specifications, operate as intended, and are free from all defects in workmanship and materials. Supplier is solely liable if a Component fails to conform to applicable specifications, fails to operate as intended, or is otherwise defective. Supplier will manage all Products defect issues (failure analysis, repair or replacement and the like) that arise due to a Component supplier's breach of warranty. If Supplier fails to do so, then Buyer has the right to withhold payment(s), in addition to its other rights and remedies, until this obligation is satisfied.

2. Purchase Order Acceptance: The Purchase Order is not binding on Buyer until Supplier accepts the Purchase Order in writing or Supplier starts to perform in accordance with the Purchase Order. No change of the Purchase Order is binding upon Buyer unless it is in writing, specifically states that it amends the Purchase Order, and is signed by all parties. If Supplier does not accept the Purchase Order in writing or start performing in accordance with the Purchase Order within 5 days of Supplier's receipt of the Purchase Order, the Purchase Order will lapse. Buyer may withdraw the Purchase Order at any time before it is accepted by Supplier. Any performance by Supplier hereunder shall be deemed an acceptance by Supplier, without exception, of the Terms.
3. Delivery and Quality Requirements:
 - a. Supplier shall deliver compliant defect-free Products to Buyer and/or its designees and customers in the quantities and on the date(s) specified in the Purchase Order. When anything delays, threatens to delay, or permanently delays the timely performance of the Purchase Order, Supplier must immediately provide notice to Buyer in writing of all relevant information with respect to such delay, including but not limited to the reasons for the potential delay and Supplier's short-term and long-term mitigation actions to avoid any supply disruption. In the event there is a shortage of Products for any reason, Supplier will grant Buyer first priority for manufacturing of the Products, shipments and any available products.
 - b. Prior to shipment, Supplier will test all Products in accordance with mutually agreed testing, measurement and inspection procedures. Buyer, and its customers, may from time to time attend Supplier's facility to observe or participate in such testing. All Supplier Products test and inspection records will be available to Buyer at any time during the term of the Purchase Order and for five years thereafter upon Buyer's request.
 - c. Unless otherwise directed, all Products shipped in one day from and to a single location must be consolidated on one bill of lading or air waybill. All containers will be properly marked for identification as instructed by Buyer, and will contain a packing slip that details, at a minimum, (1) the Purchase Order number(s), (2) part number, (3) detailed description, (4) total number of boxes in the shipment, (5) quantity shipped, and (6) final delivery address. For all international shipments, and for domestic shipments only if requested by Buyer, Supplier will notify Buyer in writing when the Products are delivered to a carrier for transportation. The Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading and air waybills. If the delivery schedule is jeopardized for any reason other than Buyer's fault, then Supplier will, at its expense, deliver Products by the most expeditious shipping method. Buyer reserves the right to reject, at no expense to Buyer, all or any part of any delivery that varies from the quantity Buyer authorized for shipment.
 - d. All Products will be packaged according to Buyer's instructions or, if none, according to good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. Buyer will not be liable for any discharge, spill or other environmental incident (including cleanup costs) involving any

Products shipped by or on behalf of Supplier. All Products, unless specifically exempted by the destination country's governing authorities, must be marked with the country of origin (manufacture) of the Products in a conspicuous place as legibly, indelibly, and permanently as the nature of the article or container permits. Country of origin will be determined in accordance with the laws and regulations of the importing country. Within one business day after Supplier delivers the Products to the carrier, Supplier will send Buyer a complete set of shipping documents including the commercial invoice, packing list, and air waybill, or three original parts of the combined through-bill of lading, clean without notation, necessary to release the Products to Buyer's custody.

- e. Supplier will provide Buyer all documents, records, and other supporting information necessary to substantiate the Product's qualification under various free trade agreements (FTA), and will also exert reasonable efforts to qualify the Products under FTAs and provide certificates, and any other documents or information Buyer may require to comply with applicable laws and regulations, and to lawfully minimize duties, taxes and other fees.
- f. Time is of the essence in the performance of the Purchase Order. Additionally, quality is essential and material to Buyer, and Buyer would not have entered into the Purchase Order but for its quality and timeliness stipulations. Accordingly, the parties agree that if Supplier fails to deliver compliant defect-free Products in full by the date(s) specified in the Purchase Order, (i) Buyer may terminate the Purchase Order by providing written notice to Supplier; and (ii) Supplier will pay to Buyer liquidated damages in the form of a 10% rebate of the aggregate invoice price of all Products delivered untimely to Buyer pursuant to the Purchase Order. Supplier acknowledges that certain Buyer damages for Supplier's noncompliant performance would be impossible or very difficult to ascertain. Liquidated damages are compensation, and not a penalty, for the specified breach. Supplier also acknowledges that any notice and cure provisions for other breaches of the Purchase Order do not apply to the breach covered by the liquidated damages requirements.
- g. Without limiting Buyer's other rights and remedies under the Agreement, at law, or in equity, if Supplier fails to meet any of the agreed quality or delivery requirements under the Purchase Order (in addition to the liquidated damages set forth above), Buyer has the right to recover the following from Supplier: (i) All direct costs and expenses incurred by Buyer in connection with Supplier's failure to meet its agreed contractual quality and delivery requirements; and all costs and damages paid by Buyer as a result of Supplier's late or defective delivery of the Products, including any costs paid to any Buyer customer or another supplier or sub-supplier, as damages or cover costs incurred by Buyer in buying replacement Products; and (ii) Buyer reserves the right to (A) instruct Supplier to send Products by other means of transportation and/or to a destination other than the one specified in the Purchase Order, at Supplier's expense if Buyer has rejected the Products and elected to require delivery of replacement products in accordance with clause 3.j. below, and; (b) to invoice the above costs and damages, which will be paid by Supplier within 30 days following the date of the invoice.
- h. Supplier will comply with the quality system and quality assurance procedures made available to Supplier. At all times during the subsistence of the Purchase Order, Supplier will perform all tests or checks required by Buyer and all products and services must be formally released or accepted before shipment or completion.
- i. For purposes of the Purchase Order, a "**Latent Defect**" is defined as a defect or a non-conforming anomaly within the Products rendering the Products unusable (i.e. Products that do not conform to Buyer's technical drawings or specifications) that cannot be detected at Supplier's facility using the Buyer-approved inspection criteria, yet is discovered at a Buyer facility, Buyer supplier's facility, or Buyer customer facility during any subsequent manufacturing or inspection process; or is discovered as a result of any Products failure in the field. For any single Products listed in the Purchase Order or Purchase Order that is produced in Casting Lots (defined below) and notwithstanding any language to the contrary in the Purchase Order with respect to Supplier liability for Latent Defects, if a single Shipment Lot (defined below) has a defect rate 50% higher than the 12- month moving average for the Products, it will be assumed that an "out of control" variation in Supplier's production processes caused the spike in non-conformities for the Shipment Lot and Supplier will be liable for the Latent Defects of the Products in that particular Shipment Lot in accordance with the terms of the Warranties provision. Any "out-of-control"

Shipment Lot defect rate will not be used for subsequent calculation of the 12-month moving average. For new Products that do not have a 12-month production history, the 12-month moving average baseline will be determined from historical part families until such time that sufficient data exists to calculate an actual defect rate for the Products. If the 12-month moving average defect rate reaches 6% for two (2) consecutive calendar quarters, the parties will meet to determine the root cause of the higher defect rate. During this process, each party will provide the necessary resources to complete the investigation in a reasonable timeframe and each party will absorb its own costs associated with the investigation. Once the root cause of the issue has been determined, the parties will meet to discuss and agree upon scheduled actions to be implemented to reduce the defect rate to 3% or less. In this subsection, “**Casting Lot**” means Products that are (cumulatively) of the same part number, same master hearth, same material, same furnace melt by the same operator within a 24-hr period, and “**Shipment Lot**” means all Products from one Casting Lot shipped to Buyer in one shipment.

- j. If inspection or testing is conducted on Supplier’s premises, Supplier will provide, without charge, all reasonable facilities and assistance required for the inspection and tests. Supplier’s standard inspection and testing system must be approved by Buyer in writing. All inspection and testing records, including sub-tier supplier records relating to the Products, will be maintained by Supplier and made available to Buyer during the performance of the Purchase Order, and five years thereafter or for such longer periods if specified by Buyer. All Products are subject to final inspection and acceptance by the Buyer. Supplier acknowledges and agrees that the price for the Product will include all costs and expenses associated with such tests and checks. No inspection, tests, approval, design approval, or acceptance of the Products relieves Supplier from responsibility for warranty or any defects, (latent or otherwise) fraud, or negligence. If Products are defective or nonconforming, Buyer may, by written notice to Supplier; (1) rescind the Purchase Order as to the Products; (2) accept the Products at an equitable reduction in price; or (3) reject the Products and require the delivery of replacements. Delivery of replacements will be accompanied by a written notice specifying that the Products are replacements. If Supplier fails to deliver replacements promptly, Buyer may (i) correct any retained defective or nonconforming Products at Supplier’s expense; (ii) replace them with Products from another supplier and charge the Supplier the cost thereof, including cover, and any incidental costs; or (iii) terminate the Purchase Order for cause.
4. Title: Title passes to Buyer upon delivery of products to Buyer or any third party designated by Buyer and/or completion of the services by Supplier, as applicable. Notwithstanding other terms in the Terms, Supplier will compensate Buyer for return shipment (including shipping costs, and duties, taxes, and tariffs, if applicable) between Buyer and Supplier if Supplier (a) delivers Products that vary from the quantity authorized by Buyer for shipment, (b) delivers Nonconforming Goods, or (c) delivers Products late. Any return shipments will be FCA Buyer’s location, and title to returned Products transfers from Buyer to Supplier upon shipment. The foregoing terms in this provision do not relieve Supplier of any responsibility for hidden damages discovered after acceptance of the Products.
5. Price: Supplier will furnish the Products at the price(s) of the Products stated on the Purchase Order. Unless otherwise provided on the face of this Purchase Order, the prices include all packaging and freight to the specified delivery point; applicable taxes and other government charges including, but not limited to, all sales, use, or excise taxes; and all customs duties, fees, or charges that must be separately itemized on all Supplier invoices. To the extent that value added tax (or any equivalent tax) is properly chargeable on the supply to Buyer of any Products, Buyer will pay the tax as an addition to payments otherwise due Supplier under the Purchase Order, if Supplier provides to Buyer a value-added tax (or equivalent tax) invoice.
6. Invoicing and Payment Terms: Supplier shall issue an invoice to Buyer on or after delivery of and completion of all Products and in accordance with the Purchase Order. This invoice must match the corresponding Purchase Order pricing, quantities, and terms, and must be sent to the bill to address listed on the Purchase Order. All applicable taxes and other government charges including, but not limited to, sales, use, or excise taxes; value added tax, customs duties, fees, and all incidental charges including but not limited to royalties, selling commissions, nonrecurring engineering, or other incidental charges must be separately itemized and identified on

the invoice. The invoice must be in a format readable by Optical Character Recognition (OCR) technology, which requires original or genuine PDF with recognizable text. The invoice must also include the following information in English, or in the destination country's official language if required: (a) name and address of Supplier; (b) name of shipper (if different from Supplier); (c) the Purchase Order number(s); (d) country of export; (e) detailed description of the Products and part number(s); (f) Harmonized Tariff Schedule number; (g) country of origin (manufacture) of the Products, or if multiple countries of origin, the country of origin of each part shipped; (h) weights of the Products shipped; (i) currency in which the sale was made; (j) payment terms; (k) shipment terms used; (l) all rebates or discounts; and (m) whether the product contains steel, aluminum, copper, or derivatives, the primary country of smelt, finished part price, value of St/Al/Cu, and part weight in kilograms; provided, if none are present, the declaration shall state: NO STEEL, ALUMINUM, OR COPPER.. The invoice will be accompanied (if applicable) by a signed bill of lading or express receipt evidencing shipment. Payment of an invoice does not constitute acceptance of the Products and is subject to appropriate adjustment should Supplier fail to meet the requirements of the Agreement. Buyer shall pay all properly invoiced amounts due to Supplier within 45 days after Buyer's receipt of such invoice (except for any amounts disputed by Buyer in good faith). In the event of a payment dispute, Buyer shall deliver a written statement to Supplier no later than 30 days prior to the date of payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. All parties shall seek to resolve all disputes expeditiously.

7. Warranties:

- a. Unless otherwise set forth in the Purchase Order to which these Terms are incorporated, Supplier warrants to Buyer, its successors, assigns, customers, and end users that, during the entire period of 12 months from the delivery date (the "**Warranty Period**"), all Products (including all replacement or corrected Products or components) will: (i) be free from any defects in material, workmanship, and design, even if the design has been approved by Buyer; (ii) conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by Buyer; (iii) will be merchantable; (iv) will be fit for their intended purpose and operate as intended. Supplier warrants to Buyer, its successors, assigns, customers, and end users that all Products (including all replacement or corrected Products or components) will: (x) comply with all applicable laws; (y) be free and clear of any and all liens or other encumbrances; and (z) not infringe any patent, published patent application, or other intellectual property rights of a third party or utilize misappropriated third party trade secret information. Products that do not meet the preceding standards in clauses (i) through (iv) and clauses (x) through (z) are collectively called "**Nonconforming Goods.**" Services will be performed in accordance with the highest standards in the industry. These warranties survive delivery, inspection, acceptance, and payment by Buyer. Claims for breach of warranty do not accrue until discovery of Nonconforming Goods, even if Products were previously inspected. Any applicable statute of limitations runs from the date of discovery. Buyer may, at its election, have the Nonconforming Goods repaired, replaced, or corrected at Supplier's expense. Supplier is responsible for the costs of repairing, replacing, or correcting Nonconforming Goods, and for all related costs, expenses, and damages including, without limitation, the costs of removal, disassembly, failure analysis, fault isolation, reinstallation, re-inspection, and retrofit of the Nonconforming Goods or of Buyer's affected end-product; all freight charges; all customer charges; and all corrective action costs. Unless set off by Buyer, Supplier will reimburse Buyer for all these costs upon receipt of Buyer's invoice. The warranties and rights provided are cumulative and in addition to any warranty provided by law or equity.
- b. Supplier agrees to promptly provide Buyer with any and all safety bulletins, field service action notices, and any other quality or safety correspondence (including cyber security threats) that it or any of its customers have received. If Supplier or any of its component suppliers initiate any Product or component recalls, retrofits, or service bulletins that affect Product quality, Supplier will immediately communicate this information to Buyer. Supplier is liable for all costs or damages associated with any voluntary or involuntary recall of defective or potentially defective Products or any products containing or incorporating such defective or potentially defective Products. Supplier will be solely responsible for administering any recall or will fully participate in the administration of any recall conducted by Buyer or

its customer in relation to Supplier's defective or potentially defective Products as Buyer may so direct. Each party will cooperate in making available records and other information reasonably required by the other Party in connection with any recall.

- c. No part of any software, deliverables, or Products delivered by Supplier under the Purchase Order will contain any software or component licensed or obtained under any Open Source licensing program. "Open Source" means any software or other material that is distributed as "free software," "open source software," or under a similar licensing or distribution model (including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), and the Apache License). If Supplier uses Open Source in any software, deliverable, or Products, Supplier must first seek written approval from Buyer and, if approved, Supplier must identify each Open Source item along with the applicable license terms. For any such approved Open Source, Supplier represents that (i) Supplier is in compliance with the terms and conditions of all applicable licenses for Open Source, and (ii) Buyer's use of such Open Source (A) will not adversely impact Buyer's proprietary software, (B) will not require Buyer to make available the source code for any Buyer propriety software, and (C) will not prohibit or limit Buyer from charging a fee in connection with sublicensing or distributing the software.
 - d. Supplier warrants that all Products covered by the Purchase Order will comply with all applicable treaties, laws, regulations of the place of manufacture and Canadian, European Union and U.S. state and federal laws, regulations and standards, (i) concerning the importation, sale, design, manufacture, packaging and labeling of its Products, (ii) regulating the sale of Products, and (iii) relating to the environment and/or the toxic or hazardous nature of Products or their constituents, including (without limitation) the U.S. Toxic Substances Act, the U.S. Occupational Safety and Health Act, the U.S. Hazardous Communication Standard, the Federal Hazardous Substances Act, the California Proposition 65, European ROHS standards, and other current and subsequently applicable requirements; and Supplier agrees that it will furnish promptly on request and provide all information and certifications evidencing compliance with such laws, regulations, standards, and requirements.
 - e. Supplier warrants it will use personnel of required skill, experience, training, and qualifications to provide the Products consistent with the Agreement.
8. Buyer-Supplied Materials, Tooling, Equipment and Technical Data; Technology and Intellectual Property Rights:
- a. Title to any material, tooling, equipment, and technical data that Buyer pays for or provides to Supplier ("**Buyer Property**") will remain or vest with Buyer. Supplier will conspicuously label Buyer Property as Buyer Property, maintain it in good condition, keep written records of the Buyer Property in its possession including the location of the property, will not allow any liens to be placed upon it, will not abandon Buyer Property, prohibit any third party from using or taking possession of Buyer Property and not change its location without prior written approval from Buyer. Supplier is responsible for inspecting and determining that the Buyer Property is in useable and acceptable condition. Supplier will use Buyer Property exclusively to fulfill Buyer's Purchase Orders unless otherwise authorized in writing by Buyer's procurement representative. Buyer Property is intended for use at the Supplier's site only or as otherwise authorized in writing by Buyer's procurement representative and, to the extent applicable, is subject to U.S. and other government export or re-export requirements. Supplier is responsible for any loss, damage, or destruction of Buyer Property and any loss, damage, or destruction of any third-party property or personal injuries resulting from Supplier's negligent use of Buyer Property. Supplier will not include the cost of any insurance for Buyer Property in the prices charged under the Purchase Order. Supplier will return Buyer Property or dispose of it at Buyer's sole option as it directs in writing. Buyer makes no representations and disclaims all warranties (express or implied) with respect to Buyer Property.
 - b. Supplier will not use any trademark or tradenames of Buyer without first obtaining Buyer's written permission. Once written permission is granted, Buyer has the limited right during the term of the Purchase Order, to use the trademarks identified by Buyer to Supplier only in connection with the direct manufacture or production of Products. Supplier may not sublicense or grant the trademark rights granted herein to any third party. All Supplier personnel participating in the performance of the Purchase Order will be under written agreements with the Supplier to assign all rights in Supplier's Foreground

Technology to Supplier. Supplier will disclose to Buyer all Inventions created, conceived, or developed by Supplier personnel that constitute Foreground Technology and that per the terms of the Purchase Order may be owned (in whole or in part) by or licensed to Buyer within 30 days of such creation, conception, or development. Supplier and its personnel will provide Buyer, and/or any Buyer designee, all reasonable assistance and execute all documents necessary to assist and/or enable Buyer to perfect, preserve, register and/or record Buyer's rights in Supplier's Foreground Technology. All Foreground Technology will be the sole and exclusive property of Buyer and Buyer will retain any and all rights to file any patent applications or other registrations thereon. Each work of authorship constituting Supplier's Foreground Technology is deemed to be a "work made for hire" under U.S. Copyright Law and Buyer will be deemed the author of such work. If any such work is determined not to be a work made for hire, this article will operate as an irrevocable assignment by the author and the Supplier of all right, title and interest throughout the world in the copyright in the work, including the right to make derivatives thereof and revisions thereto. To the extent required, Supplier hereby agrees to grant and grants to Buyer any and all license rights in Supplier's Background Technology required for Buyer to use the assigned Foreground Technology in the normal course of Buyer's business operations. All Joint Technology will be the sole and exclusive property of Buyer. Supplier hereby irrevocably assigns, transfers, and conveys to Buyer all right, title and interest in and to all Joint Technology with Buyer having the sole and exclusive right to obtain, hold and renew, in its name only or for its own benefit, patents, copyrights, registrations, or other appropriate protection. No Joint Technology rights of any kind are reserved or retained by Supplier.

- i. "Background Technology" means the intellectual property rights in any Confidential Information, specifications, technical data, computer software, source code, and Inventions created, conceived, or developed by the personnel of a party without access to any Confidential Information of the other party either (a) prior to the Purchase Order or (b) other than in the performance of the Purchase Order.
 - ii. "Foreground Technology" means the intellectual property rights in any Confidential Information, technical data, computer software, source code, and Inventions created, conceived, or developed by the personnel of a party in the performance of the Purchase Order or resulting from access to the Confidential Information of the other party.
 - iii. "Inventions" mean know-how, ideas, concepts, processes, and discoveries, which are or may be patentable or otherwise protectable under Title 35 of the United States Code or similar provisions in any country party to the Patent Cooperation Treaty.
 - iv. "Joint Technology" means the intellectual property rights in any Confidential Information, technical data, computer software, source code, and Inventions jointly created, conceived, or developed by personnel of both parties in the performance of the Purchase Order.
 - c. If Products will be connected to a network in any way, or generate internet of things data, then Buyer will own and have the sole and exclusive right, title, interest, custody, possession and control of internet of things data. Supplier may retain, use, copy, and modify the internet of things data solely in performance of the Purchase Order. Supplier will in no way encumber or restrict Buyer's ability to access and/or use internet of things data, and Supplier relinquishes and waives all rights in and to internet of things data.
9. Supplier Business Continuity Program: Supplier will maintain a business continuity program supporting the Products provided to Buyer that includes, at a minimum: (a) documented procedures on responding, recovering, resuming, and restoring its operations in order to continue delivery of Products; (b) sufficient resources and capacity to re-establish information technology services at an alternative site following a disruption of such services; and (c) continued evaluation of its own sub-tier suppliers' resilience capabilities. Supplier will annually review and test all components of its business continuity program, including conducting analyses of potential business and application impacts. In the event of an actual or impending business interruption, technology failure and/or crisis event, Supplier will implement all necessary business continuity, technology resilience, and/or disaster recovery plans and within 24 hours notify the Buyer's contact person identified on the Purchase Order. In the event of such a disaster, Supplier will not increase any fees charged under the Purchase Order. Buyer reserves the right to audit Supplier's compliance with the requirements of this section.

10. General Indemnification: Supplier will, at its expense, defend, indemnify and hold harmless Buyer and Buyer's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees) against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively "**Losses**") arising out of or occurring in connection with the Products or Supplier's negligence, willful misconduct or breach of the Agreement. Supplier shall not enter into any settlement or compromise without Buyer's prior written consent. If Buyer is obligated to pay any Loss or any damages pursuant to its contract with a customer, then Supplier will be liable for such Loss or any damages to the extent Supplier causes or contributes to such Loss or any damages. Nothing in this Section limits Buyer's right to claim all damages sustained by Buyer as a result of Supplier-caused delays.
11. Insurance: During the term of the Purchase Order, Supplier shall, at its own expense, maintain and carry insurance in full force and effect which includes, but no limited to, commercial general liability (including products and completed operations liability) in a sum no less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate, worker's compensation in an amount no less than the applicable statutory minimum requirement, and employer's liability in an amount of no less than \$1 million per accident/per employee and other insurance coverages and respective amounts, as applicable with reputable insurers. Supplier shall provide Buyer with a Certificate of Insurance from Supplier's insurer evidencing the insurance coverage. For commercial general liability, the Certificate of Insurance shall name Buyer as additional insured. Supplier shall provide notice to Buyer in writing in the event of cancellation in Supplier's insurance policy. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligation in the Purchase Order.
12. Compliance with Law; Code of Conduct: Supplier shall comply with all applicable laws, regulations and ordinances. Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Purchase Order. Supplier will comply with all laws, orders, rules, regulations and ordinances and Buyer's Supplier Code of Conduct ("**Code**") in performing the Purchase Order. A copy of the Code may be obtained at <https://www.smartstartinc.com/supplier-terms-conditions/>. Supplier agrees to abide by the Code and maintain an integrity and compliance program that encompasses at a minimum the standards of business conduct set forth in the Code and that effectively prevents and corrects ethical violations and maintains compliance with laws. Supplier and its employees, agents, representatives and subcontractors have not made or received, and will not make or receive, directly or indirectly, any payments, loans, gifts, favors or other special consideration or form of compensation (a) to or from Buyer, to its employees, agents or representatives, other than payments set forth in the Purchase Order or other written contractual agreement between Supplier and Buyer; or (b) to or from any third party for the purpose of influencing the performance by Supplier or Buyer of its respective duties hereunder. Supplier warrants it has and will comply with the U.S. Foreign Corrupt Practices Act, UK Bribery Act, EU and similar anti-bribery legislation or requirements. Supplier must have a management system dedicated to compliance with applicable environmental, health and safety laws and regulations to ensure a safe working environment for their employees and responsible care of materials to prevent a negative impact on the environment. Supplier will avoid use of materials of concern in the Products provided to Buyer, including but not limited to Persistent, Bioaccumulative Toxic (PBT) substances, Persistent Organic Pollutants (POPs) (e.g. PCBs, mercury, certain insecticides-DDT, Chlordane etc.), Carcinogens (known or suspected), Mutagens, Radioactive materials, Reproductive toxins (known or suspected), Beryllium, Hexavalent, Chromium, Asbestos or other respirable fibers, Ozone depleting substances, Brominated flame retardants or Nanoparticles. Supplier will pro-actively inform Buyer of any above listed substances content in any Products supplied under the Purchase Order. A breach of this provision will be deemed a material breach of the Purchase Order and grounds for termination of the Purchase Order. To the extent employment activities of Supplier occur in the United States and if otherwise applicable, Supplier will abide by the requirements of United States Federal Law, aligned with ensuring compliance with anti-discrimination laws. Supplier will indemnify and hold harmless Buyer from and against any and all loss, cost, expense (including reasonable attorney and



professional fees), claims, damage, or liability arising out of or resulting from or occurring in connection with Supplier's breach of this Section.

13. Termination: Buyer may terminate the Purchase Order, in whole or in part, at any time with 14 days' written notice to Supplier if Supplier has not performed or complied with any of the terms and conditions of the Agreement, except in the case of breach related to safety, health, security, or any misuse or disclosure of Buyer's intellectual property rights or Confidential Information, in which case Buyer will have the right to immediately terminate the Purchase Order. If the Supplier becomes insolvent, files a petition for bankruptcy or commences proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate the Purchase Order upon written notice to Supplier. Notwithstanding any firm time period or quantity on the face of the Purchase Order, Buyer may terminate the Purchase Order in whole or in part at any time with or without cause for undelivered or unperformed Products upon Buyer's written notice. If Buyer terminates the Purchase Order under this termination provision, Buyer's sole liability to Supplier, and Supplier's sole and exclusive remedy, is payment for Products received and accepted by Buyer before the date of termination. The payment can be set off against any damages to Buyer. Upon termination, Buyer may require Supplier to transfer title and deliver to Buyer any completed Products and Buyer will pay the Purchase Order price for those Products subject to set off against any damages to Buyer. In addition to any other rights it may have, require Supplier to deliver to Buyer (a) completed Products (subject to Buyer's obligation to pay for them); (b) drawings, specifications, plans, information, hardware and software that Supplier has produced or acquired specifically for the performance of the Purchase Order; and (c) all of Supplier's and Supplier's sub-tier supplier's work in progress, materials, parts, Confidential Information, drawings, plans, manufacturing data, software (in source code and object code form) that is not commercially available off the shelf, tooling, dies, jigs, test equipment, and fixtures, that Supplier and Supplier's sub-tier suppliers specifically produced or acquired for the Products or materials, covered by the Purchase Order. Supplier must supply the Products according to the terms of the Purchase Order issued, but unfulfilled, prior to any termination or expiration of the Purchase Order.
14. Limitation of Liability: Nothing in the Purchase Order shall exclude or limit Supplier's liability at noted above, or Supplier's liability for fraud, personal injury or death caused by its negligence or willful misconduct.
15. Confidentiality:
 - a. All non-public, confidential or proprietary information of the Buyer, including, without limitation, specifications, samples, drawings, materials, know-how, designs, plans, processes, documents, data, business operations, customer lists, pricing, and other technical, business, or financial information are deemed to be "Confidential Information" of Buyer. Confidential Information also includes all specifications, samples, drawings, materials, know-how, designs, plans, processes, documents, data, that: (a) has been or will be supplied to Supplier by or on behalf of Buyer; or (b) Supplier will design, develop, or create in connection with the Purchase Order; as to individual items or a combination of components or both, and whether or not completed, and all derivatives of (a) and (b) that Supplier has or will design, develop, or create. Supplier shall treat all Confidential Information, as propriety and confidential, and neither use, copy, or disclose, nor permit any employee of Supplier or other third party to use, copy, or disclose such Confidential Information, except as necessary to fulfill Supplier's obligations pursuant to the Purchase Order. To the extent Supplier receives, collects, transmits, stores, hosts, or otherwise uses Buyer Confidential Information, Supplier must comply with Buyer's Security Obligations for Suppliers Exhibit, the terms of which are incorporated into the Purchase Order by reference. If, with Buyer's prior written approval, Supplier furnishes Confidential Information to a sub-tier supplier, Supplier will bind the sub-tier supplier to confidentiality requirements substantially identical to this provision and Supplier will remain responsible to Buyer for any breach of this provision by its sub-tier suppliers. No disclosure, description or other communication of any sort will be made by Supplier to any third person of the fact of Buyer's purchase of Products under the Purchase Order, the terms of the Purchase Order, the substance of any discussions or negotiations concerning the Purchase Order, or either party's performance under the Purchase Order.

- b. Supplier agrees to and will comply with the Buyer Data Processing Exhibit for Suppliers published at <https://www.smartstartinc.com/supplier-terms-conditions/>, the terms of which are incorporated into the Purchase Order by reference. Buyer and Supplier agree that the execution of the Purchase Order, whether in the form of Supplier's performance or partial performance of the Purchase Order, by electronic or physical signature or acceptance by click-to-accept button, will constitute Supplier's acceptance of the Buyer Data Processing Exhibit for Suppliers.
- c. Without limiting any other rights Buyer might have under the Purchase Order, Supplier grants Buyer and its subsidiaries and affiliates access to and a perpetual, irrevocable, non-exclusive, worldwide, fully paid up right to retain, transfer, duplicate, analyze, modify, prepare derivative works, and otherwise use for any purpose all data inputted, uploaded, or transferred in relation to, or which is collected by, the Products and any related products or services ("**Goods Data**"). Goods Data is Buyer Confidential Information. All information, analysis, inventions, and algorithms derived from Buyer's data by Buyer and/or its subsidiaries and affiliates and any intellectual property rights obtained thereon, are owned exclusively and solely by Buyer and are Buyer's Confidential Information.

16. Records and Audit; Right of Entry:

- a. Supplier will retain and preserve all records and materials, including invoice records, pertaining to the Purchase Order, for a period of ten (10) years after the final delivery, expiration or termination of the Purchase Order, or for the period prescribed by applicable law, whichever period is longer. Thereafter, Supplier will not destroy or dispose of or allow the destruction or disposition of such records and materials without first offering, in writing, to deliver such records and materials or copies thereof to Buyer at Buyer's expense. If Buyer fails to request such records and materials within 90 days after receipt of the written offer, Supplier may destroy or dispose of such records and materials. Supplier will require each of its sub-tier suppliers to do likewise with respect to their records and materials.
- b. At any time during the term of the Purchase Order and for ten (10) years following the expiration or termination of the Purchase Order, or for the period prescribed by applicable law, whichever period is longer, Buyer (or its duly authorized agents) may, upon no less than five (5) days prior written notice to Supplier, audit Supplier's books and records to verify Supplier's compliance with its obligations under the Purchase Order. With regard to any information provided by Supplier that is not otherwise publicly available or owned or licensed by Buyer, Buyer will use such information only for purposes of determining Supplier's compliance with the Purchase Order. Supplier will provide and will require each of its sub-tier suppliers to provide, Buyer access to Supplier's and Supplier's sub-tier supplier's books, other pertinent records, and any other information as requested by Buyer's auditors at no cost to Buyer during normal working hours. During the audit, if any invoice submitted by Supplier is found to be in error, an appropriate adjustment will be made to the invoice or the next succeeding or new invoice following the discovery of the error and the resulting payment or credit will be issued promptly. Supplier will promptly correct any deficiencies discovered as a result of the audit.
- c. Buyer will be entitled to send representatives to Supplier's facility to perform program, operational, or quality audits, as may be deemed appropriate, or to become informed of production progress, or conduct other business pertaining to the Purchase Order. Supplier hereby grants and will cause any of its sub-tier suppliers to grant, to Buyer the right to visit the facility of Supplier or any of its sub-tier suppliers during operating hours to review progress and performance with respect to production, schedule, cost, quality and protection of Buyer's and/or Buyer customer's proprietary rights under the Purchase Order.

17. Assignment and Subcontracting: The Purchase Order will be binding on Supplier and its respective permitted successors and assigns. Supplier will not assign the Purchase Order or any rights or obligations under the Purchase Order or subcontract all or any aspect of the work called for without the prior written approval of Buyer. Buyer may assign the Purchase Order or any of its rights or obligations under the Purchase Order to any of its subsidiaries or affiliates, or to any purchaser or successor to all or substantially all of the assets of Buyer product line or business to which the Purchase Order relates without Supplier's consent and upon written notice to Supplier. Supplier will be responsible for all its subcontractors and any act or omission of any Supplier subcontractor will be deemed an act or omission of Supplier for purposes of the Purchase Order.

18. Relationship of Parties: The relationship between the parties is that of independent contractor, and no exclusivity shall be construed from the Purchase Order. Nothing in the Purchase Order will be construed to place Supplier and Buyer in an agency, employment, franchise, joint venture, or partnership relationship. Neither party has the authority to obligate or bind the other in any manner. Supplier will be solely responsible to exercise full control of, supervision over, and responsibility for Supplier's personnel, its subcontractors, or its agents, and any employee of any of the foregoing, including the employment, direction, compensation, and discharge of Supplier's personnel, its subcontractors, or its agents and any employee of any of the foregoing as well as compliance with workers' compensation, unemployment, disability insurance, social security, withholding, and all other laws, rules, codes, regulations and ordinances governing such matters.
19. Governing Law and Venue: All matters arising out of the Purchase Order shall be GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES. THE PARTIES HEREBY EXPRESSLY CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN TARRANT COUNTY, TEXAS, FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT.
20. Cumulative Remedies: The rights and remedies under the Purchase Order, are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
21. Notices: All notices, request, consents, claims, demands, waivers and other communication shall be in writing, addressed to the parties at the addresses set forth in the Purchase Order, and must be delivered personally, by a recognized overnight courier, certified first class mail, postage prepaid, or electronic transmission (email), with proof of delivery. A notice will be deemed given (a) on the date delivered if delivered personally, (b) one (1) business day after being placed in the custody of an overnight courier as specified, (c) five (5) business days after being placed in the mail, or (d) on the date of successful delivery when sent by email.
22. Survival: The rights and obligations of the parties set forth in the follow provisions, warranties, indemnifications, insurance, compliance with laws, confidentiality, governing law and venue, and survival, and any right or obligation of the parties which, by its nature, should survive termination or expiration of the Purchase Order, will survive any such termination or expiration of the Purchase Order.
23. Translations. The Purchase Order is in English, which will be the controlling language in all respects.
24. Sanctions Compliance. Supplier represents, warrants, and agrees that: Supplier is not a “**Sanctioned Person**,” meaning any individual or entity: (1) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control (“**OFAC**”) list of Specially Designated Nationals and Blocked Persons (“**SDN List**”), the OFAC Sectoral Sanctions Identifications List (“**SSI List**”), and the sanctions lists under any other Sanctions Laws; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba; Iran; North Korea; Syria; and the Crimea, People's Republic of Donetsk, and People's Republic of Luhansk regions of Ukraine/Russia) (“**Sanctioned Jurisdictions**”); and/or (3) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing. Relating to the Purchase Order, Supplier is in compliance with and will continue to comply with all economic Sanctions Laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations (“**Sanctions Laws**”). Supplier will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of the Purchase Order and performance under the Purchase Order. Supplier will not take any action that would cause Buyer to be in violation of Sanctions Laws. Supplier will not sell, export, re-export, divert, use, or otherwise transfer any Buyer products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws. Supplier will not source any components, technology, software, or data for utilization in Buyer products or services: (i) from



any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions Laws. Supplier's failure to comply with this provision will be deemed a material breach of the Purchase Order, and Supplier will notify Buyer immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Supplier agrees that Buyer may take any and all actions required to ensure full compliance with all Sanctions Laws without Buyer incurring any liability.

25. Non-exclusivity/No commitment. Nothing in the Purchase Order will restrict Buyer's right to contract with any third party to provide or perform, or to provide or perform on its own behalf, products or services similar or identical to the Products provided by Supplier pursuant to the Purchase Order. Furthermore, there is no requirement that any minimum level of business or fees be provided to Supplier by Buyer. Buyer is not obligated to any future purchase obligations under these Terms.
26. Waiver: No waiver by any party of any of the provisions of the Purchase Order shall be effective unless explicitly set forth in writing and signed by the party so waiving.
27. Assignment: Supplier shall not assign, transfer, delegate or subcontract any rights or obligations under the Purchase Order without prior written consent of Buyer. No assignment or delegation shall relieve the Supplier of any of its obligations hereunder.