

These General Purchase Order Provisions govern this Purchase Order issued by a member of Quantinum Pte. Ltd., with its registered address at 9 Raffles Place, #26-01, Republic Plaza Singapore 048619 Singapore (Quantinum), to the entity at the address identified on the face of this Purchase Order (Supplier). Quantinum and Supplier are sometimes referred to separately as a "Party" and together as the "Parties."

The Parties agree as follows:

1. DEFINITIONS

"Affiliate" means any legal entity that controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to "control" another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or to otherwise direct the affairs or management of the other entity. Notwithstanding the foregoing, "Affiliate" excludes any person, party, or entity identified on the U.S. Export Administration Regulations ("EAR") Entity List in Supplement 4 to Part 744.

"Authorized Representative" means the individual designated by each Party having primary authority and responsibility for interacting with the other Party regarding this Purchase Order.

"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 this Purchase Order or (b) other than in the performance of this Purchase Order.

"Computer Software" means the computer programming code substantially in binary form that is directly executable by a computer after processing, but without requiring compilation or assembly, databases, database management systems, files, and records.

"Confidential Information" means any information that is disclosed in whatever form, to a receiving Party by, or on behalf of, a disclosing Party, that is not generally known including, without limitation Technical Data, Computer Software, Source Code, samples, materials, know-how, Personal Data, and other business or financial information that is identified as being confidential, proprietary or a trade secret. Confidential Information also includes information disclosed orally or visually if the disclosing Party: (a) identifies it as Confidential Information at the time of disclosure; (b) reduces it to written summary form and marks it as being confidential, proprietary or trade secret; and (c) transmits the written summary form to the receiving Party within 30 days after disclosure.

"Contaminated Good" is a Good that contains an Unauthorized Part.

"Counterfeit Part" is a part, including any software or firmware embedded in a part, that has been represented, identified, or marked as genuine, but has been confirmed to be a copy, imitation, or substitute that was created (a) without legal right to do so, and (b) with intent to mislead, deceive, or defraud.

"Deliverables" mean the documents, reports, material, prototypes, information, data, Computer Software, Source Code, and other items (if any, but excluding Goods) specified in this Purchase Order and its attachments to be delivered to Quantinum by or on behalf of Supplier.

"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 this Purchase Order or resulting from access to the Confidential Information of the other Party.

"Fraudulent Part" is any part, including any software or firmware embedded in a part, knowingly misrepresented as meeting required Specification including, without limitation, electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Goods" mean products and services as applicable and to the extent described in this Purchase Order and its attachments.

"Quantinum Part" means Goods and components of Goods designed, developed, or created using Quantinum Confidential Information, including Goods designed to meet Quantinum supplied technical requirements and any other parts designed, manufactured and/or sold by Quantinum.

"Intellectual Property Rights" mean all worldwide intellectual property rights, whether arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired, including (a) patent rights; (b) rights associated with works of authorship including copyrights and mask work rights; (c) rights relating to the protection of trade secrets and confidential information; and (d) any right analogous to those set forth herein and any other proprietary rights relating to intangible property; but specifically excluding trademarks, service marks, trade dress, and trade names.

"Internet of Things (IOT) Data" means any and all data output from, input to, generated by or otherwise accessible through the Goods and Deliverables, in any form which such data may occur, as a result of any party's use, operation or service of the Goods or Deliverables.

"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.

"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 this Purchase Order.

“Personal Data” means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Purchase Order” means an order issued by Quantinum for the purchase of Goods and Deliverables in accordance with the terms and conditions and other documents referred to, attached to, or incorporated by reference on the face of a Purchase Order.

“Repurposed Part” is a part that has been returned from another customer, or has been used, refurbished or reclaimed in any way, without Quantinum’s prior written approval.

“Source Code” means the human readable embodiment of the Computer Software code, in or on any electronic media, and includes complete comments, flow charts, program narratives, and all related system and programming documentation for the Computer Software, every change to the Computer Software and all externalizations, utilities and compilers required to utilize, execute and modify the source code form of the Computer Software and which is sufficient to enable a reasonably skilled programmer to maintain and enhance the Computer Software.

“Specification” means the Quantinum technical requirements for the Goods and Deliverables as described in this Purchase Order and its attachments.

“Statement of Work (SOW)” is the portion of a contract which establishes and defines all non-Specification requirements, project-specific activities, deliverables, and timelines for supplier’s efforts.

“Suspect Part” is a part, including any software or firmware embedded in a part, in which there is an indication by visual inspection, testing, or other information that it may meet the definition of a Fraudulent Part or a Counterfeit Part.

“Technical Data” means recorded data, know-how, and other information of a scientific or technical nature including, without limitation: drawings; engineering reports; designs; Specification; test results; test methodologies; and process or technique information, such as manufacturing, installation, assembly, operation, testing, and/or maintenance documentation, regardless of its form, the medium of recording, or the method of recording (e.g., written, printed, electronic, disk). Technical Data as used herein also includes data, know-how, and information presented in visual and/or audio formats such as graphics, video recordings, pictures, movies, and/or audio recordings in any form.

“Unauthorized Parts” refers to Suspect Parts, Fraudulent Parts, Counterfeit Parts, and Repurposed Parts collectively.

2. SCOPE

This Purchase Order is for the purchase of Goods to the extent described in this Purchase Order and its attachments.

3. NOTICES

“Notices” relating to this Purchase Order must be in writing and delivered: (1) personally; (2) by a recognized overnight courier; (3) by certified first class mail, postage prepaid; or (4) by electronic transmission (email), with proof of delivery (each to the respective address appearing on this Purchase Order) to each Party’s designated Authorized Representative. A Notice will be deemed given (a) on the date delivered if delivered personally, (b) 5 business days after being placed in the mail, (c) one business day after being placed in the custody of an overnight courier as specified, or (d) on the date of successful delivery when sent by email. For the purposes of this Purchase Order, when a provision calls for Quantinum’s written permission, consent, or signature, such permission, consent or signature must be given by a Quantinum’s Authorized Representative.

4. ORDER OF PRECEDENCE

If there is an irreconcilable conflict among the provisions of this Purchase Order and its exhibits, schedules, and other attachments, the following order of precedence applies:

- a. any U.S. Government provisions and clauses (e.g., FAR, DFARS or other agency supplements) included or incorporated by reference;
- b. any document executed by both Parties after execution of this Purchase Order that is expressly intended to amend or supersede the terms of this Purchase Order;
- c. any supply agreement or other agreement of the Parties referenced by this Purchase Order;
- d. the face of this Purchase Order and any supplemental terms attachments included or incorporated by reference;
- e. these General Purchase Order Provisions;
- f. other documents agreed to in writing by the Parties; and
- g. conduct and communication between the Parties and their agents and or servants.

5. QUALITY AND DELIVERY REQUIREMENTS

- a. Without limiting Quantinum’s other rights and remedies under this Purchase Order, at law, or in equity, if Supplier fails to meet any of the agreed quality or delivery requirements under this Purchase Order, Quantinum reserves the right to (1) instruct Supplier to send Goods by other means of transportation and/or to a destination other than the one specified in this Purchase Order at Supplier’s expense if Quantinum has rejected the Goods and elected to require delivery of replacement Goods in accordance with the Inspection provision and; (2) to invoice the above costs and damages, which will be paid by Supplier within 30 days following the date of the invoice.

6. INSPECTION

- a. All inspection and testing records will be maintained by Supplier and made available to Quantinum in accordance with this Purchase Order, but at a minimum will be made available during the performance of any applicable Purchase Order, and for such longer periods as may be specified by Quantinum.
- b. Final inspection and acceptance by Quantinum will be at the ship-to location specified on this Purchase Order unless otherwise specified in a Purchase Order. Quantinum may inspect all or a sample of Goods, at Quantinum's option, and may reject all or any portion of the Goods or lot of Goods if Quantinum determines them to be defective or nonconforming. If Quantinum performs any inspection (other than the standard inspection) after discovering defective or nonconforming Goods, any additional costs will be paid by Supplier. No inspection, tests, approval, design approval, or acceptance of the Goods relieves Supplier from responsibility for warranty or any latent or patent defects, fraud, or negligence. Acceptance must be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in this Purchase Order. If acceptance is not conclusive for any of the foregoing reasons, or the Goods are defective or otherwise do not conform to the requirements of this Purchase Order, in addition to any other rights or remedies under this Purchase Order or, at law or in equity, Quantinum may, by providing Notice to Supplier reject or revoke the Goods and require the delivery of replacements. Delivery of replacements will be accompanied by a Notice specifying that such Goods are replacements. If Supplier fails to deliver required replacements promptly, Quantinum may terminate any applicable Purchase Order for cause.

7. WARRANTY

- a. Supplier warrants to Quantinum, its successors, assigns, customers, and end users that, during the entire warranty period specified below, all Goods furnished (including all replacement or corrected Goods or components): will be free from defects in material, workmanship, and design, even if the design has been approved by Quantinum; will conform to applicable drawings, designs, quality control plans, Specification and samples and other descriptions furnished or specified by Quantinum; will be merchantable; be fit for the intended purposes and operate as intended; will comply with all laws; will be free and clear of any and all liens or other encumbrances; will not infringe any patent, published patent application, or other intellectual property rights of any third party; and will not utilize misappropriated third party trade secret information. Goods that do not meet the preceding standards are collectively called "Nonconforming Goods." Services will be performed in accordance with the highest standards in the industry.
- b. The warranty period is 48 months from the date of delivery to the end user or such longer period of time as may have been accepted by Quantinum from Quantinum's customer or on which any longer government requirement covering the Goods ends. These warranties survive delivery, inspection, acceptance, and payment by Quantinum. Claims for breach of warranty do not accrue until discovery of Nonconforming Goods, even if the Goods were previously inspected. Any applicable statute of limitations runs from the date of discovery. Quantinum 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 Quantinum's affected end-product; all freight charges; all customer charges; and all corrective action costs. Unless set off by Quantinum, Supplier will reimburse Quantinum for all these costs upon receipt of Quantinum's invoice. The warranties and rights provided are cumulative and in addition to any warranty provided by law or equity.

8. RECALL

Supplier is liable for all costs or damages associated with any voluntary or involuntary recall of defective or potentially defective Goods or any products containing or incorporating such defective or potentially defective Goods. Supplier will be solely responsible for administering any recall or will fully participate in the administration of any recall conducted by Quantinum or its customer in relation to Supplier's defective or potentially defective Goods as Quantinum 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. This article will survive any termination or expiration of this Purchase Order.

9. PURCHASE ORDERS

Supplier will acknowledge Purchase Orders and Purchase Order changes within 5 business days following issuance of the Purchase Orders or Purchase Order changes. Purchase Orders and Purchase Order changes are deemed accepted upon: (a) the date of Supplier's acknowledgement; or (b) 5 business days after issuance of the Purchase Order or Purchase Order change, whichever is earliest. Deemed acceptance carries the same obligation of delivery as any other form of acceptance. Quantinum 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 contained in that document.

10. NOTICE OF DELAY

When anything delays, threatens to delay, or permanently delays the timely performance of this Purchase Order, Supplier must immediately provide Notice to Quantinum 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 Goods for any reason, Supplier will grant Quantinum first priority for manufacturing of the Goods, shipments and any available Goods. Supplier is responsible for all costs incurred by Quantinum as a result of Supplier's delayed or missed delivery.

11. PRICE

Supplier will furnish the Goods at the prices stated on the face of this Purchase Order. If prices are not stated on the face of this Purchase Order, Supplier will offer its lowest prices subject to written acceptance by Quantinum. Subject to Shipping Terms, Title

and Risk of Loss, 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, tariffs, 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 Quantinum of any Goods, Quantinum will pay the tax as an addition to payments otherwise due Supplier under this Purchase Order, if Supplier provides to Quantinum a value-added tax (or equivalent tax) invoice. To the extent Quantinum has not received from Supplier all applicable forms regarding compliance with applicable tax law, Quantinum reserves the right to setoff from any payment to Supplier pursuant to this Purchase Order those amounts that Quantinum, in its sole discretion, deems to be required to be withheld in order to comply with the tax laws of any applicable jurisdiction.

12. MOST FAVORED CUSTOMER AND MEET OR RELEASE

- a. To the extent that Quantinum has provided Supplier with permission, or Supplier is otherwise entitled to sell Goods to a third party Supplier warrants that the prices charged for the Goods delivered are the lowest prices charged by Supplier to any of its external customers or any Quantinum site, Affiliate or subsidiary for similar Goods. If Supplier charges a lower price for similar Goods, Supplier must notify Quantinum in writing and apply that price to all Goods ordered under this Purchase Order.
- b. If at any time before full performance of this Purchase Order, Quantinum notifies Supplier in writing that Quantinum has received a written offer from another supplier for similar product at a price lower than the price set forth in this Purchase Order, Supplier must immediately meet the lower price for any undelivered Goods. If Supplier fails to meet the lower price, Quantinum, at its option, may terminate the balance of this Purchase Order without liability.

13. INVOICING AND PAYMENT

After each shipment made or service provided, Supplier will submit an invoice listing a description of the Goods provided and, as applicable, part numbers, quantity, unit of measure, hours and the unit and total prices. Supplier must provide invoices in no event more than 90 days after provision of Goods, Services or Deliverables to Quantinum otherwise Supplier waives its right to payment. The invoice must match the corresponding Purchase Order pricing, quantities, and terms, and must be sent to the bill to invoice 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 also include the following information in English, or in the destination country's official language if required; (a) name and address of Supplier and the Quantinum entity purchasing the Goods; (b) name of shipper (if different from Supplier); (c) Quantinum's Purchase Order number(s); (d) country of export; (e) detailed description of the Goods; (f) Harmonized Tariff Schedule number; (g) country of origin (manufacture) of the Goods, or if multiple countries of origin, the country of origin of each part shipped; (h) weights of the Goods shipped; (i) currency in which the sale was made; (j) payment terms; (k) shipment terms used; and (l) all rebates or discounts. If an invoice does not comply with the above requirements contain a valid Purchase Order number or if the Purchase Order is exhausted (out of funds and or paid in full), or the invoice contains quantities or prices greater than the ones reflected on the Purchase Order the invoice will be rejected back to the Supplier. 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 Goods and is subject to appropriate adjustment should Supplier fail to meet the requirements of this Contract. Payment terms are net 120 days from receipt of a correct invoice and conforming Goods unless otherwise stated in the Purchase Order or other written agreement executed by both Parties; provided, however, that in the event that applicable law requires a payment terms period of shorter duration, payment terms shall be the maximum period allowed by applicable law. Invoices will not be approved unless they accurately reference conforming Goods received by Quantinum or services satisfactorily performed for Quantinum, as well as a valid Purchase Order number, supplier name and address, line description, quantity at line level, price at line level, withholding rates and/or amounts for applicable taxes. Payment will be scheduled for the first payment cycle following the net terms for this Contract or Purchase Order.

14. QUANTINUUM PROPERTY

- a. Title to any material, tooling, or equipment that Quantinum pays for or provides to Supplier (Quantinum Property) will remain or vest with Quantinum. Supplier will conspicuously label Quantinum Property as Quantinum Property, maintain it in good condition, keep written records of the Quantinum Property in its possession, including the location of the property, will not allow any liens to be placed upon Quantinum Property, and will not abandon Quantinum Property. Supplier must also prohibit anyone other than Supplier and authorized Supplier personnel from using or taking possession of Quantinum Property and may not move Quantinum Property to another location without prior written approval from Quantinum. Supplier is responsible for inspecting and determining that Quantinum Property is in useable and acceptable condition.
- b. Supplier will use Quantinum Property exclusively to fulfill Purchase Orders unless otherwise authorized in writing by Quantinum's Authorized Representative. Quantinum Property is intended for use at the Supplier's location only or as otherwise authorized in writing by Quantinum's Authorized 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 Quantinum Property and any loss, damage or destruction of any third party property or personal injuries resulting from Supplier's negligent use of Quantinum Property. Supplier will not include the cost of any insurance for Quantinum Property in the prices charged under this Purchase Order. Upon expiration or termination of this Purchase Order, and at Supplier's expense, Supplier will return or dispose of Quantinum Property at Quantinum's sole option as it directs in writing. Quantinum makes no representations and disclaims all warranties (express or implied) with respect to Quantinum Property.
- c. Supplier hereby waives its right to file a lien against or otherwise encumber any property or assets of Quantinum. Supplier will indemnify and hold Quantinum harmless for any liens or claims filed by Supplier's sub-tier contractors or agents against Quantinum or its assets related to compensation owed by Supplier to its sub-tier contractors or agents.

d. Quantinum will not provide any consigned supplies for use in Goods in the performance of this Purchase Order.

15. DELIVERY, SHIPMENT AND PACKAGING

- a. Supplier will deliver Goods in the quantities and on the date(s) specified on the Purchase Order or Purchase Order schedule releases. If delivery dates are not stated, Supplier will offer its best delivery date(s), which will be subject to acceptance by Quantinum. Unless otherwise directed, all Goods shipped in one day from and to a single location must be consolidated on one bill of lading or air waybill, as appropriate.
- b. If the delivery schedule is endangered for any reason other than Quantinum's fault, then Supplier will, at its expense, deliver Goods by the most expeditious shipping method. Quantinum reserves the right to reject, at no expense to Quantinum, all or any part of any delivery that varies from the quantity authorized by Quantinum for shipment. Supplier will not make any substitutions without Quantinum's prior written approval. All items will be packaged according to Quantinum's instructions or, if none, according to good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. Quantinum will not be liable for any discharge, spill or other environmental incident (including clean-up costs) involving any Goods shipped under the Purchase Order delivery to the destination designated by Quantinum. All containers will be properly marked for identification as instructed on Quantinum's Purchase Order and contain a packing slip that details, at a minimum, the Quantinum Purchase Order number(s), product part number, detailed product description, total number of boxes in shipment, quantity of product shipped, and final delivery address. Goods shipped in advance of Quantinum's delivery schedule may be returned and Supplier will be responsible for all costs associated with the advance delivery. For domestic shipments, if requested by Quantinum, and for all international shipments, Supplier will give Notice of shipment to Quantinum when the Goods 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.
- c. All Goods, unless specifically exempted by the destination country's governing authorities, must be marked with the country of origin (manufacture) of the Goods in a conspicuous place as legibly, indelibly, and permanently as the nature of the article or container permits. The country of origin will be determined in accordance with the laws and regulations of the importing country.
- d. Supplier will provide Quantinum all documents, records, and other supporting information necessary to substantiate the Goods' qualification under various free trade agreements (FTA). Supplier will also exert reasonable efforts to qualify the Goods under FTAs and provide certificates, any other documents or information Quantinum may require to comply with applicable laws and regulations and to lawfully minimize duties, taxes and other fees.
- e. Supplier shall provide to Quantinum and/or its agent a commercial invoice (packing sheet) at the time of shipment. The commercial invoice (packing sheet) must be in English and/or in the required language of the destination country and must include the following data elements as applicable: (a) Name and address of all parties to the transaction: Supplier, Quantinum, shipper and ultimate consignee; (b) Quantinum's Purchase Order number(s); (c) Country of export; (d) Detailed description of the supplied items; (e) Harmonized System Tariff Number; (f) Country of origin (manufacture) of the supplied items, or if multiple countries of origin, the country of origin of each item shipped; (g) Weights of the items shipped; (h) Currency in which the sale was made; (i) Payment terms; (j) Shipment terms per Incoterms; (k) All rebates or discounts; (l) Container loading or stuffing location for ocean shipments; and (m) and other mandatory data elements specific to the shipped items.
- f. In the event the commercial invoice (packing sheet) includes charges and/or fees in addition to the selling price and related to the shipped products, the charges must be separately identified and itemized.
- g. Within one business day after Supplier delivers the Goods to the carrier, Supplier will send Quantinum 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 Goods to Quantinum's custody.

16. SHIPPING TERMS, TITLE TRANSFER AND RISK OF LOSS

- a. Except as provided for in any replenishment solution or consignment stock provisions, where title and risk of loss and damage pass from Supplier to Quantinum upon release of the Goods from consignment stock or inventory, title and risk of loss and damage pass to Quantinum in accordance with the terms in this provision.
- b. Supplier will deliver the Goods "FCA Supplier's location (Incoterms 2020)" to the Quantinum preferred carrier, freight collect, and addressed to Quantinum's directed ship-to location.
- c. Title to Goods passes to Quantinum upon receipt of the Goods at the Quantinum designated ship-to location. For the avoidance of doubt, Quantinum may direct Supplier to ship the Goods to Quantinum or to any third party designated by Quantinum.
- d. Notwithstanding other terms in this "Shipping Terms, Title and Risk of Loss" article, Supplier will compensate Quantinum for up to two-way freight (including shipping costs, and duties, taxes, and tariffs, if applicable) between Supplier and the Quantinum designated ship-to location if Supplier (a) delivers Goods that vary from the quantity authorized by Quantinum for shipment, (b) delivers Nonconforming Goods, as defined in the Warranty provision, (c) uses a carrier not authorized by Quantinum, (d) ships Goods via expedite method without Quantinum's written authorization, or (e) delivers Goods late.

17. SETOFF

Quantinum may deduct any amount it determines is owing from Supplier to Quantinum as a setoff against any amount owing from Quantinum to Supplier. Nothing in this provision precludes Supplier or Quantinum from utilizing the dispute resolution procedures identified elsewhere in this Purchase Order.

18. CHANGES

a. **Directed Changes:** Quantinum may direct changes in writing within the general scope of this Purchase Order in any one or more of the following: (a) technical requirements and descriptions, Specification, Statement of Work, drawings or designs; (b) shipment or packing methods; (c) place or date of delivery, inspection or acceptance; (d) quantity of Goods, Deliverables or Quantinum-furnished property; (e) time or place of performance; and (f) require additional or diminished services.

Subject to the conditions stipulated in this provision, if any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Purchase Order excluding those costs identified in this provision as Supplier's responsibility, the Parties will negotiate an equitable adjustment in the Purchase Order price, the delivery schedule, or both, and modify this Purchase Order accordingly.

Unless agreed upon otherwise in writing: (a) Supplier must assert any claim for adjustment to Quantinum's Authorized Representative in writing within 10 days after receipt of direction from Quantinum identifying if such change impacts cost and/or schedule; and (b) Supplier must deliver a fully supported proposal including any recurring or non-recurring price and/or schedule impacts to Quantinum's Authorized Representative within 15 days after receipt of direction from Quantinum. Any claim for adjustment resulting from Quantinum directed changes may, at Quantinum's option, be deemed to be waived unless Supplier submits the fully supported proposal within noted time period.

If Quantinum compensates Supplier for property made obsolete or excess as a result of a change, Quantinum may prescribe the manner of disposition of the property.

b. **Supplier Requested Changes:** Supplier may request a change in technical requirements by providing written notice to Quantinum's Authorized Representative. Supplier's written notice must include rationale and a detailed description of: a) the requested change; b) the work to be performed; c) a detailed schedule plan; d) all impacts to the performance of the Purchase Order resulting from the change. Quantinum will evaluate such change and Supplier will not proceed with the change unless authorized in writing from Quantinum's Authorized Representative as a directed change.

c. **Regulatory Agency Changes:** If a regulatory agency changes or issues new requirements for certification, requiring a change in technical requirements to permit delivery of compliant, certifiable Goods, then Supplier will make or cause such changes to be made to the Goods at Supplier's expense, but only after coordination with Quantinum and receipt of written approval of Quantinum's Authorized Representative.

d. **Authorization to Proceed:** Only Quantinum's Authorized Representative is authorized to approve any change to this Purchase Order. At Quantinum's discretion, Quantinum will provide written authorization to proceed with the change. Upon receipt of Quantinum's written authorization to proceed, Supplier agrees to incorporate, act upon, and proceed with the work associated with the change prior to resolution of all commercial issues and notwithstanding any unresolved dispute between the Parties.

e. **Supplier Responsibility:** Supplier will be financially responsible for, and will implement at no cost to Quantinum, any change: (a) for reasons of material obsolescence; (c) to comply with existing and future laws and regulations; (d) due to regulatory agency changes; or (e) implemented by Supplier without Quantinum Authorized Representative's prior written approval and authorization. Supplier will be responsible for all of Quantinum's and Quantinum's customer costs incurred as a result of changes implemented by Supplier without Quantinum's prior written authorization. Supplier will not deliver, ship, or substitute Goods that have been changed until all required technical documentation and change approvals have been received from Quantinum.

f. **Change Proposal Negotiations:** Quantinum and Supplier will negotiate in good faith to reach agreement on cost and schedule impacts within 60 days after Supplier's receipt of the authorization to proceed, or as mutually agreed on by the Parties. Supplier agrees to proceed with the work associated with the incorporation of any change authorized by Quantinum prior to resolution of all commercial issues and notwithstanding any unresolved dispute between the Parties.

g. **Purchase Order Amendment:** Unless otherwise agreed to in writing, Quantinum's Authorized Representative will amend this Purchase Order to incorporate negotiated changes within 60 days from reaching agreement.

h. **Constructive Changes:** If Supplier considers that the conduct, statement or direction of any of Quantinum's employees constitutes an authorization of a change, or a request for an out of scope change, whether or not documented, Supplier will notify Quantinum's Authorized Representative and take no action on the perceived change pending Quantinum's review. Quantinum's Authorized Representative will provide a written response to Supplier, and may subsequently direct or request initiation of a change to facilitate a more complete evaluation of the change identified by Supplier. Supplier shall pay Quantinum's costs within 30 days after receipt of said invoice or Quantinum may setoff the costs from payments owing from Quantinum to Supplier.

19. DESIGN, PROCESS, SITE, SOURCE AND MATERIAL CHANGES

a. Supplier will make no changes in the design, materials, manufacturing location, manufacturing equipment, production processes, changes between a manual and automated process, or any other process related to the Goods, without the advance written approval of Quantinum's Authorized Representative. This requirement applies whether or not the change affects costs and regardless of the type of change, including product improvements.

b. To request approval to change a manufacturing location or subcontracting of process required to manufacture the Goods, Supplier must provide Quantinum with a plan at least 180 days prior to the proposed start date of implementing such change in the manufacturing location or subcontracting of processes required for the Goods. Any such plan is subject to Quantinum's written approval, and must result in a reduction in the prices charged by Supplier to Quantinum for Goods, and must demonstrate that Supplier has taken all necessary actions to avoid negative impacts to Quantinum, including, but not limited to, maintaining

additional inventory, overlapping production schedules, etc. Such price reductions will be agreed to by Supplier and Quantinum prior to implementation.

- c. Supplier will notify Quantinum of any potential changes to the program, Goods, or schedule promptly as it becomes aware of them.
- d. Supplier will be responsible for any and all of Quantinum's costs incurred as a result of changes implemented by Supplier including but not limited to all customer charges; all labor costs, including engineering costs, travel and lodging; all costs to transition to an alternative source of supply; redesign and/or recertification; and all corrective action costs (e.g., costs of additional inspection or quality-control systems).
- e. Supplier will not deliver, ship, or substitute Goods that have had a process change in its manufacture until all required technical documentation and change approvals have been received from Quantinum.
- f. Supplier will flow down this requirement in all its subcontracts and purchase orders for purchased goods or process-related services required for the Goods, whether such Goods are supplied to Supplier as an end item, a component part of an end item, or an individual piece part.

20. OFFSET

If Supplier is or becomes a non-U.S. entity, Supplier will assist Quantinum in obtaining credit from Supplier's government for the value of relevant Goods purchased to meet any present or future contractual offer or industrial benefit requirements imposed upon Quantinum or its subsidiaries or Affiliates. Assistance includes, but is not limited to, providing upon Quantinum's request evidence of the existence, value, content, and other pertinent information relating to the purchases. Quantinum reserves the right to claim these credits for itself or third parties. If Supplier is a U.S. entity that awards any portion of the work to lower tier non-U.S. suppliers, Supplier will assign to Quantinum any credits obtained from the non-U.S. sub-tier supplier's government relating to this transaction and assist Quantinum in obtaining any credits.

21. SUPPLY CHAIN SECURITY

Supplier will use commercially reasonable efforts to maintain certification under the Business Partner Criteria of any Supply Chain Security Program that the country of import for the Goods may adopt such as the U.S. Customs-Trade Partnership Against Terrorism (C-TPAT) or other World Customs Organization (WCO) sanctioned supply chain security program). Supplier will (i) advise Quantinum of the specific Supply Chain Security Program and (ii) authorize certification monitoring by Quantinum. If Supplier is not certified by a WCO-sanctioned program, then Supplier will: a) adhere to the security criteria for Supplier's applicable C-TPAT category (e.g., Importer, Foreign Manufacturer, etc.) and; b) upon Quantinum's request, complete an annual survey attesting to its compliance with a WCO-sanctioned program.

For reference:

- C-TPAT security criteria requirements are located at <http://www.cbp.gov/border-security/ports-entry/cargo-security/c-tpat-customs-trade-partnership-against-terrorism/apply/security-criteria>
- AEO requirements are located at https://ec.europa.eu/taxation_customs/general-information-customs/customs-security/authorised-economic-operator-aeo_en
- PIP requirements are located at <http://www.cbsa-asfc.gc.ca/security-secure/pip-pep/menu-eng.html>
- For other WCO programs that are country-specific, please contact your local import compliance contact or customs official.

22. EXCUSABLE DELAY (FORCE MAJEURE)

- a. Neither Party will be in default for any delay or failure to perform directly attributable to events, which are at one and the same time compelling, unforeseeable, unavoidable, outside of its control and without its fault or negligence. In addition, any delay or failure to perform caused by the default of Supplier's sub-tier supplier will be excused only if: (a) it is beyond the control of both Supplier and its sub-tier supplier(s) and without the fault or negligence of any of them, (b) products and services to be furnished by Supplier's sub-tier suppliers cannot be obtained from other sources in sufficient time to permit Supplier to meet the delivery schedule, and (c) Supplier provided Quantinum with immediate Notice as soon as it was made aware of the potential excusable delay or should have known about the potential excusable delay. Supplier's ability to sell Goods at a more advantageous price, Supplier's inability or economic hardship in buying materials or processing necessary for manufacture of the Goods, or labor disputes will not constitute an excusable delay event.
- b. The Party affected by an excusable delay will promptly provide Notice to the other, explaining in detail the full particulars and expected duration of the excusable delay, and will use its best efforts to remedy the delay if it can be remedied. If Supplier's delivery is delayed, Quantinum may, at Quantinum's sole option, cancel deliveries scheduled during the excusable delay period or elect to extend the period of performance to cover the period of delay caused by the excusable delay. If an excusable delay affects delivery of Goods to Quantinum, Supplier will allocate its available supply of Goods in a manner that assures Quantinum of at least the same proportion of Supplier's total output as was allocated to Quantinum before the excusable delay event. If delivery of any Goods is delayed for more than 30 days, Quantinum may, without liability, terminate this Purchase Order.

23. STOP WORK

At any time by written Notice and at no cost, Quantinum may require Supplier to stop all or any part of the work under this Purchase Order for up to 120 days, and for any further period as Supplier and Quantinum may agree. Immediately upon receipt of a stop work order, Supplier will comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work stoppage. At any time during the stop work period, Quantinum may, in whole or in part, either cancel the stop work order or terminate

the work under the Termination clause of this Purchase Order. To the extent the stop work order is canceled or expires, Supplier must immediately resume work.

24. TERMINATION

a. Termination for Default: Quantinum may terminate this Purchase Order for default, in whole or in part, upon written notice specifying the extent and effective date of termination, if: (1) Supplier fails to deliver Goods and Deliverables or to perform the services within the time specified in this Purchase Order or any extension; (2) Supplier fails to make progress, so as to endanger performance; or (3) Supplier fails to perform any of the other provisions of this Purchase Order. Quantinum's right to terminate under sections (2) or (3) of this paragraph may be exercised if Supplier does not cure such failure within 10 days (or more if authorized in writing by Quantinum's Authorized Representative) after receipt of the notice from Quantinum specifying the failure.

Quantinum may require Supplier to transfer title and deliver to Quantinum any Supplier and Supplier's sub-tier supplier's completed or partially completed Goods and Deliverables that Supplier and Supplier's sub-tier suppliers have specifically produced or acquired for the terminated portion of this Purchase Order.

Quantinum will pay the Purchase Order price for those Goods and Deliverables delivered and accepted prior to the effective date of termination subject to set off against any damages to Quantinum.

Supplier will be liable for all damages caused by or resulting from its default including but not limited to excess costs of re-procurement, costs associated with qualifying a third-party supplier, and any costs or penalties flowed down by Quantinum customers as a result of any disruption of supply. Supplier must complete performance of the work not terminated.

If, after termination, it is determined that Supplier was not in default, or that the default was excusable, the rights and obligations of the Parties will be the same as if Quantinum had terminated this Purchase Order for convenience.

Termination of this Purchase Order for default will be without prejudice to any other rights and remedies of Quantinum under statute or common law.

b. Termination for Convenience: Quantinum may terminate this Purchase Order in whole or, from time to time, in part, if Quantinum determines a termination is in its interest upon written Notice specifying the extent and effective date of termination.

In the event of a termination for convenience, Quantinum will have no liability to Supplier except to the extent of any guaranteed minimum purchase set forth in this Purchase Order, and any Goods and Deliverables delivered and accepted by Quantinum prior to the effective date of termination. Quantinum will pay the Purchase Order price for completed Goods and Deliverables delivered and accepted.

Any partial termination of this Purchase Order will not alter or affect the terms and conditions of this Purchase Order or any other Purchase Order with respect to Goods and Deliverables not terminated. Partial termination will not result in any change to prices for Goods and Deliverables not terminated.

Supplier must complete performance of the work not terminated.

25. CESSATION OF PRODUCTION AND OBSOLESCENCE

a. Cessation of Production. To ensure continuity of supply to Quantinum's customers and a transition if necessary, if Supplier, for any reason, plans, intends, or foresees the potential to any degree, to discontinue or suspend production of the Goods Supplier will give Quantinum prior notice of the discontinuance or suspension no less than 18 months prior to the date of suspension of such product production. If Supplier fails to provide 18 months' notice, Supplier hereby grants Quantinum the right to unilaterally extend the Contract or Purchase Order from the date that Notice is provided plus 18 months to purchase the Goods as needed. To the extent that the notice plus 18 months calculation results in a date outside of the Contract or Purchase Order expiration date or end date, the Contract or Purchase Order will be extended to that calculated date under the terms of this Contract or Purchase Order as the date written Notice is provided. Supplier will continue to operate the facility or facilities where the Goods are produced with a sufficient level of personnel necessary to supply the Goods to Quantinum during any extension period.

b. Obsolescence. Supplier is responsible for managing obsolescence. This obsolescence management includes an ongoing review and identification of obsolescence issues, including but not limited to obsolescence of components, assemblies, sub-assemblies, piece parts, and material (hereafter referred to for purposes of this section only as "parts and/or material"). Supplier will also forward to Quantinum all applicable component part discontinuance or lifetime buy Notices issued or received by Supplier related to the Goods.

Supplier will give notice in writing of an obsolescence event, explaining in detail the full particulars and expected potential duration, including temporary suspension of production of Goods, which may cause a disruption to the supply of Goods. Before the event occurs, Supplier will use good faith efforts to manufacture and produce Goods ahead of schedule so there is a reasonable quantity of buffer stock available or allow for a lifetime or last time buy as determined by Quantinum to cover the disruptive event at that price provided in Attachment 1. However, during any year where a labor union collective bargaining negotiation is expected to take place Supplier will build ahead, and hold, a 6 month buffer stock at least one month prior to the planned start of the negotiations, with such buffer stock being at no additional cost or liability to Quantinum.

Supplier will be responsible for all fees and costs associated with any obsolescence event, or the fees and costs as a result of Supplier no longer supplying the Goods and Supplier's failure to provide timely notice. Supplier shall pay Quantinum's costs within 30 days after receipt of said invoice or Quantinum may setoff the costs from payments owing from Quantinum to Supplier.

26. CONFIDENTIALITY

- a. **Permitted Uses of Confidential Information:** During the term of this Purchase Order, the Parties may use the received Confidential Information as expressly permitted in the Technology and Intellectual Property Rights provision of this Purchase Order, but in no event beyond the intent of this Purchase Order.
- b. **Protection and Continuing Obligation of Confidential Information:** Each Party will protect such Confidential Information using the same degree of care it uses to protect its own Confidential Information, but in no event less than a reasonable degree of care. The receiving Party will not use or disclose Confidential Information received from the disclosing Party except as permitted in this Purchase Order for 10 years after the expiration or termination of this Purchase Order.
- c. **Protection Exceptions / Exclusions:** The receiving Party has no duty to protect information that is: (a) developed by the receiving Party independently from the disclosed Confidential Information as supported by the receiving Party's written records; (b) obtained without restriction by the receiving Party from a third party who had a legal right to make such disclosure; (c) publicly available other than through the fault or negligence of the receiving Party; (d) known to the receiving Party at the time of its disclosure, without an existing duty to protect the information.
- d. **Permitted Disclosures of Confidential Information:**
- Employees/Affiliates:** The receiving Party may disclose Confidential Information only to its employees and contract employees and Affiliates having a need-to-know with respect to the intent of this Purchase Order.
- Third Parties:** The receiving Party may disclose Confidential Information to a third party having a need-to-know with respect to the intent of this Purchase Order provided that: (1) the disclosing Party authorizes it in writing; and (2) the receiving Party under this Purchase Order requires the third party recipient to enter into a non-disclosure agreement containing terms and conditions no less stringent than those imposed upon the receiving Party under this Purchase Order.
- Government/Customers:** The receiving Party may disclose Confidential Information as required, and only to the extent compelled to do so, by applicable, law, statute, regulation, or court order, provided that the receiving Party promptly notifies the disclosing Party, and if the disclosing Party requests, cooperates in all reasonable respects to contest the disclosure, or obtain a protective order or other remedy. Except in connection with a failure to discharge the responsibilities set forth in the preceding sentence, neither Party will be liable in any way for any disclosures made under judicial action or U.S. or foreign government regulations.
- The Parties acknowledge that, pursuant to the Defend Trade Secrets Act of 2016, an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney if such disclosure is made solely for the purpose of reporting or investigating a suspected violation of law or for pursuing an anti-retaliation lawsuit; or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal and the trade secret is disclosed pursuant to a court order.
- Quantinum may disclose Supplier Confidential Information to the U.S. Government as required to meet Quantinum's U.S. Government contract obligations, or to support a request for proposal in anticipation of, or in pursuit of, a U.S. Government contract. Supplier is responsible for including a legend on the Confidential Information submitted to Quantinum that clearly indicates the extent of the U.S. Government's rights (if any) in the Confidential Information as specified in the applicable U.S. Government acquisition regulations.
- If required by U.S. Government regulations and provisions and upon providing prior written Notice to Quantinum, Supplier may discuss Quantinum Confidential Information related to a material matter pertaining to payment or utilization under this Purchase Order with the cognizant U.S. Government contracting officer.
- Quantinum may disclose Supplier's Confidential Information to a Quantinum customer as required to meet Quantinum's customer contract obligations, or to support a request for proposal in anticipation of, or in pursuit of a customer contract, provided that the customer is legally bound to protect Supplier Confidential Information under the same terms as Quantinum Confidential Information.
- e. **Prohibited Uses of Confidential Information:** Except as expressly permitted in this Purchase Order, or by the prior written approval of Quantinum, Supplier may not use (or assist others in using) Quantinum's Confidential Information to: (a) sell any Quantinum Part or other part that is interchangeable with or intended as a substitute for a Quantinum Part to anyone other than Quantinum; (b) design, develop, or manufacture any part that is interchangeable with or intended as a substitute for a Quantinum Part; or (c) create or perform any repair or maintenance services for a Quantinum Part; (d) decompile, disassemble, decode, reproduce, redesign, or reverse engineer any computer software; or (e) obtain governmental approval to manufacture or repair any Quantinum Part (or any other part that is interchangeable with or intended as a substitute for a Quantinum Part), including Parts Manufacturing Approval (PMA) from the Federal Aviation Administration (FAA) pursuant to 14 CFR Part 21, Subpart K of the Code of Federal Regulations and approval from a Designated Engineering Representative (DER) or Designated Organization (ODA) under 14 CFR Part 183 of the Code of Federal Regulations to repair or alter such parts. These prohibitions do not limit either Party's right to independently develop or acquire, manufacture, sell, license or maintain products, services or technology without use of the other Party's Confidential Information, products, or services.
- f. **Personal Data Protection:** Parties will: (1) treat Personal Data of the other Party's personnel and prospective personnel as Confidential Information; (2) take appropriate technical and organizational security measures as are required by applicable law to protect Personal Data; (3) use and permit employees and third parties to use Personal Data pursuant to legal requirements and only for purposes directly related to the performance of obligations under this Purchase Order; (4) refrain from transferring Personal Data out of the European Union unless the other Party has given its prior consent to the transfer and all legally required conditions have been met; to avoid doubts Supplier agrees to transfer its Personal Data to U.S.A. and allows Quantinum to share it with its

subsidiaries; (5) indemnify the other Party against all losses, costs, expenses, damages, liabilities, demands, claims, actions or proceedings which the Party may suffer or incur arising out of any breach of this article that was caused by willful intent or gross negligence attributable to the other Party's employees or any 3rd parties; and (6) promptly provide Notice to the other Party about: any legally binding request for disclosure of Personal Data by a law enforcement agency (unless otherwise prohibited); any accidental or unauthorized processing of Personal Data; and any requests received from individuals to whom Personal Data relates, without responding to that request unless it has been otherwise authorized to do so by Quantinum. If any Party will process Personal Data that Quantinum transfers from any of its Affiliates in the European Union to any of its Affiliates in the US pursuant to the U.S. - EU Privacy Shield Framework ("Privacy Shield Personal Data"), Supplier warrants that either (a) Supplier self-certifies to the U.S. - EU Privacy Shield Framework with respect to the processing of the Privacy Shield Personal Data and will provide Notice to Quantinum immediately if its self-certification terminates for any reason, or (b) Supplier must provide at least the same level of privacy protection as required by the EU Standard Contractual Clauses.

- g. **Notice:** Each Party will sufficiently explain to its employees and contract employees of their obligations under this provision and will ensure that its employees and contract employees are aware of and comply with the terms of this Purchase Order.
- h. **Copies:** The receiving Party may make a limited number of copies of any documents containing Confidential Information as is necessary to complete its intent under this Purchase Order. All copies made will reproduce the restrictive legends on the original on all copies it makes.
- i. **Return of Confidential Information:** Upon the disclosing Party's written request after the expiration or termination of this Purchase Order, the receiving Party will return or destroy all Confidential Information received from the disclosing Party (including all copies thereof) and will certify in writing that all materials containing Confidential Information have been returned or destroyed within 30 days of, except for any such Confidential Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable.

27. PEOPLE'S REPUBLIC OF CHINA STATE SECRET

If Supplier is organized under the laws of the People's Republic of China, Supplier hereby represents and warrants to Quantinum that (i) it has not disclosed, and will not disclose to Quantinum in any manner any information that would be considered a state secret of the PRC ("PRC State Secret") unless authorized to do so in accordance with the PRC laws and regulations; (ii) if Supplier is duly authorized to disclose any PRC State Secret, prior to its disclosure, it shall obtain Quantinum's written consent and complete all the requisite government approval and identification processes; (iii) if any information that Supplier has disclosed to Quantinum is later determined as a PRC State Secret, it shall notify Quantinum in writing immediately, advise and assist Quantinum in taking all the necessary measures to ensure the appropriate protection or disposal thereof in full compliance with the PRC laws and regulations; and (iv) Supplier shall indemnify Quantinum for any damages resulting from its disclosure of any PRC State Secret to Quantinum in violation of the PRC laws or regulations or this Purchase Order. Quantinum hereby disclaims any intent to receive, accept, access or use any PRC State Secret.

28. TECHNOLOGY AND INTELLECTUAL PROPERTY RIGHTS

- a. **Quantinum Trademarks:** No license, either express or implied, is granted to Supplier hereunder to use as a trademark or otherwise the word "Quantinum" or any other trademark or trade or product name of Quantinum, or any word or mark similar thereto.
- b. **Intellectual Property Assurances:** All Supplier personnel participating in the performance of this 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 Quantinum all Inventions created, conceived, or developed by Supplier personnel that constitute Foreground Technology and that per the terms of this Purchase Order may be owned (in whole or in part) by or licensed to Quantinum within 30 days of such creation, conception, or development. Supplier and its personnel will provide Quantinum, and/or any Quantinum designee, all reasonable assistance and execute all documents necessary to assist and/or enable Quantinum to perfect, preserve, register and/or record Quantinum's rights in Supplier's Foreground Technology.
- c. **Background Technology:** Each Party will retain all right, title and interest in and to their respective Background Technology, subject to any licenses that may be granted in this Purchase Order. Quantinum hereby grants to Supplier a fully paid-up, non-exclusive license to use Quantinum's Background Technology, Foreground Technology, and Joint Technology solely for the purposes of designing, manufacturing, selling or otherwise providing Goods and Deliverables to Quantinum as contemplated under this Purchase Order.
Supplier hereby grants to Quantinum a worldwide non-exclusive, royalty free license to use Supplier's Background Technology to the extent necessary for Quantinum to use the Goods and Deliverables provided by Supplier as reasonably contemplated or complete its obligations under the higher tier contract giving rise to this Purchase Order.
- d. **Foreground Technology:** All Foreground Technology will be the sole and exclusive property of Quantinum and Quantinum will retain any and all rights to file any patent applications or other registrations thereon. To the extent required, Supplier hereby agrees to grant and grants to Quantinum any and all license rights in Supplier's Background Technology required for Quantinum to use the assigned Foreground Technology in the normal course of Quantinum's business operations.

If this Purchase Order is performed under a U.S. Government prime or higher-tier contract and requires delivery of Technical Data, Computer Software, or Source Code, the U.S. Government's rights in Technical Data, Computer Software, and Source Code owned and used or developed by Supplier in performance of this Purchase Order are determined in accordance with the applicable FAR or DFARS Technical Data Rights or Computer Software Rights clause which is incorporated in the attached Supplemental Provisions Under U.S. Government contracts, with "Contractor" replaced by "Supplier" and no other changes. In the event Supplier intends to

deliver Technical Data, Computer Software, or Source Code owned by Supplier with less than unlimited rights in the performance of this Purchase Order, Supplier will complete the attached Data Assertions which are incorporated and made part of this Purchase Order.

- e. **Joint Technology:** All Joint Technology will be the sole and exclusive property of Quantinum. Supplier hereby irrevocably assigns, transfers, and conveys to Quantinum all right, title and interest in and to all Joint Technology with Quantinum 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.
- f. **IOT Data:** Except to the extent U.S. Government rights apply to Goods and Deliverables, if Goods or Deliverables will be connected to a network in any way, or generate IOT Data, then Quantinum will own and have the sole and exclusive right, title, interest, custody, possession and control of IOT Data. Supplier may retain, use, copy, and modify the IOT Data solely in performance of this Contract. Supplier will in no way encumber or restrict Quantinum's ability to access and/or use IOT Data, and Supplier relinquishes and waives all rights in and to IOT Data.
- g. **Transfer of Technology Ownership:** Each work of authorship constituting Supplier's Foreground Technology is deemed to be a "work made for hire" under U.S. Copyright Law and Quantinum 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. Further, to the extent that exclusive title and ownership rights in Foreground Technology does not originally vest in Quantinum, Supplier hereby irrevocably assigns, transfers, and conveys to Quantinum all right, title and interest in and to all Foreground Technology with Quantinum having the sole and exclusive right to obtain, hold and renew, in its own name or for its own benefit, patents, copyrights, registrations, or other appropriate protection. No Foreground Technology rights of any kind are reserved or retained by Supplier.
- h. **Deliverables:** Supplier hereby assigns all right and title in and to all Deliverables to Quantinum. Quantinum's ownership of the Deliverables and the associated Intellectual Property Rights is not intended, and will not be construed, to grant Quantinum the right to use any Supplier owned Background Technology other than the Deliverables themselves and the information contained therein except to the extent such rights or licenses are expressly granted to Quantinum in this Purchase Order.
Quantinum has the right to use Deliverables for any purpose and without restrictions of any kind (including, but not limited to reproduction, distribution, display, modification, performance, and preparation of derivative works based on Deliverables as well as to use Deliverables to make, have made, sell, offer to sell, import, use, or otherwise dispose of products and services) and to grant licenses directed to the foregoing.
- i. **Specification:** In the event that Supplier suggests or proposes any modifications to Quantinum's Specification that includes Supplier Background Technology, Supplier grants and agrees to grant to Quantinum an irrevocable, royalty free, paid up, and worldwide license, with the right to sub-license, in such Supplier Background Technology to use, reproduce, disclose to others, modify, and create derivative works based on the Specification (and permit others to do any of the foregoing) and to make, use, sell, offer for sale, have made, import, or otherwise dispose of any products or services.
- j. **Survival:** The provisions of this article will survive the expiration, termination, or cancellation of this Purchase Order.

29. IMPORT AND EXPORT COMPLIANCE

- a. **Import:** In the event government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on the Goods imported under this Purchase Order Quantinum reserves the right to terminate this Purchase Order in accordance with the Termination provisions.
- b. **Export:** Supplier will comply with all export laws and regulations of all countries involved in transactions associated with this Purchase Order.

If the receiving Party receives hardware, Technical Data, manufacturing drawings, Specification, software or similar type items from the disclosing Party, it is the responsibility of the receiving Party to ensure compliance with all U.S. export laws and regulations, as well as all applicable local export laws and regulations if the receiving Party is located outside the U.S., in the performance under this Purchase Order. These laws include, but are not limited to, (a) Section 38 of the Arms Export Control Act as enumerated in 22 CFR Parts 120-130, the International Traffic in Arms Regulations ("ITAR"), and (b) Export Administration Act of 2018, as amended in the Export Administration Regulations ("EAR"), and all applicable local export laws and regulations if the receiving Party is located outside the U.S.

No hardware, Technical Data, manufacturing drawings, Specification, software or similar type items whose export is controlled by the U.S. Department of State or the U.S. Department of Commerce will be transferred, disclosed or exported to "Foreign Persons," as defined in the above stated laws and regulations, without specifically obtaining approvals from the U.S. Department of State's Office of Defense Trade Controls or from the U.S. Department of Commerce's Bureau of Industry and Security, as required.

If the receiving Party intends to transfer, disclose or export any the disclosing Party Technical Data, manufacturing drawings, Specification, software or similar type items to any "Foreign Persons", prior written authorization of the disclosing Party must be obtained prior to the receiving Party obtaining U.S. Government licenses or other approvals as stated above. The receiving Party agrees to abide by all limitations and provisos and/or riders and conditions listed on any licenses or other approvals issued by the U.S. Department of State or the U.S. Department of Commerce.

30. INSURANCE

Supplier will maintain, at their sole cost and expense (including deductibles), insurance which includes, but is not limited to, commercial general liability (including products and completed operations liability) in a sum no less than US\$5.0 million per occurrence and annual aggregate; if automobiles will be used in performance of this Purchase Order, business automobile liability in a sum no less than US\$5.0 million per occurrence; and Workers' Compensation insurance as required by any applicable law or regulation and in accordance with the laws of the state, territory or province having jurisdiction over Supplier's employees, and employer's liability in an amount of no less than US\$1.0 million per accident/employee. For commercial liability and automobile liability, Supplier will include Quantinum International Inc. as additional insured. Except where prohibited by law, Supplier will require its insurers to waive all rights of recovery or subrogation against Quantinum's insurers, Quantinum, its subsidiaries, Affiliates, and its and their respective officers, directors, shareholders, employees, and agents. Policies required of Supplier shall be primary and non-contributory to any insurance carried by or available to Quantinum. Such insurances will be maintained with insurers that have an AM Best rating of no less than A-VII or equivalent. Before delivery of any Goods or commencement of any services under this Purchase Order and within 10 days after receipt of a written request from Quantinum (but no more than once per calendar year), Supplier will provide Quantinum certificates of insurance from its carrier(s) or their authorized representative on the foregoing coverages. Supplier or their insurers will provide Quantinum 30 days advance written notification of cancellation or material change of required insurances. If, and as applicable, Supplier shall require any of its sub-tier suppliers performing services hereunder to maintain insurance of the types, terms (including additional insured and waiver of subrogation provisions for Quantinum) and amounts required of Supplier, and any other insurance as Supplier deems appropriate. The cost of any Supplier's sub-tier suppliers insurance will not be passed through to Quantinum. 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 this Purchase Order.

31. AUDIT AND RECORDS

- a. Supplier will retain and preserve all records and materials, including invoice records, pertaining to this Purchase Order for a period of 10 years after the final delivery, expiration or termination of this Purchase Order unless longer period is required by Purchase Order flow-down requirements (Supplemental Purchase Order Conditions), or for the period prescribed by applicable law, whichever period is longer. Supplier will require each of its sub-tier suppliers to do likewise with respect to their records and materials.
- b. If Supplier engages in, or Quantinum reasonably believes that Supplier has engaged in the unauthorized design, manufacture or sale of a Quantinum Part then: (1) Supplier has the burden to establish that it did not use Quantinum Confidential Information in such activity; and (2) within 30 days after receiving a written request from Quantinum, Supplier will provide to Quantinum: (a) written evidence of (i) proper receipt without restriction of any Quantinum Confidential Information used in the activity or (ii) reverse engineering sufficient under the applicable law to prove that Quantinum Confidential Information was not used; and (b) all documentation submitted in any application for Designated Engineering Representative ("DER"), Parts Manufacturing Authority ("PMA") or other governmental approval. Evidence of reverse engineering may include, but is not limited to, financial records and timecards showing the breakdown of time and labor expended by each participant together with a signed affidavit from each participant declaring that no Quantinum Confidential Information was used.

32. APPLICABLE LAW AND FORUM

- a. If Supplier is a legal entity formed in the United States the construction, interpretation and performance hereof and all transactions hereunder will be governed by the laws of the State of New York, U.S.A. without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). The federal or state courts sitting in the state of New York will have exclusive jurisdiction of any dispute. Supplier covenants to continue to perform obligations under this Purchase Order during efforts to resolve disputes, including the timeframe from when the dispute is first identified to the point when the dispute is ultimately resolved.
- b. If Supplier is a legal entity formed outside the United States, the construction, interpretation and performance hereof and all transactions and disputes hereunder will be governed by the laws of the State of New York, U.S.A., without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute arising out of or in connection with this Purchase Order, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the SIAC Rules for the time being in force, which rules are deemed to be incorporated by reference into this clause. The seat of arbitration shall be Singapore. The tribunal shall consist of one arbitrator appointed in accordance with the SIAC Rules. The language of the arbitration shall be English. The arbitral award shall be final and binding on the parties. Judgment on the award may be entered in any court having jurisdiction.

Either Party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under this Purchase Order, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the arbitrator's determination of the merits of the controversy.

Any dispute involving intellectual property rights will be adjudicated before a court of competent jurisdiction and arbitration terms set forth above will not be binding on either Party with respect to such dispute in its entirety or any related dispute, including any portions of such dispute that do not concern intellectual property rights.

Any disputes and resolution thereof will be conducted in English. Any award will be payable in the currency of this Purchase Order. Supplier covenants to continue to perform obligations under this Purchase Order during efforts to resolve disputes, including the timeframe from when the dispute is first identified to the point when the dispute is ultimately resolved.

33. COMPLIANCE WITH LAWS AND INTEGRITY

- a. Supplier will comply with all applicable local, state, and federal laws, orders, rules, regulations and ordinances and Quantinum's Supplier Code of Business Conduct ("Code") in performing this Purchase Order. A copy of the Code is available at the following website address: <https://www.quantinum.com/suppliers>. Supplier agrees to abide by 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 Quantinum, to its employees, agents or representatives, other than payments set forth in this Purchase Order or other written contractual agreement between Supplier and Quantinum; or b) to or from any third party for the purpose of influencing the performance by Supplier or Quantinum 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. A breach of this provision will be deemed a material breach of this Purchase Order and grounds for termination of this Purchase Order.
- b. Supplier will indemnify and hold harmless Quantinum 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 provision.

34. US EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS. To the extent employment activities of Supplier occur in the United States and if otherwise applicable **this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

35. COMPLIANCE WITH ENVIRONMENTAL, HEALTH AND SAFETY LAWS

- a. Supplier will comply with all applicable national, EU, state/provincial and local environmental, health and safety laws, regulations or directives.
- b. Upon request, in form and substance satisfactory to enable Quantinum to meet its compliance obligations with regard to Regulation (EC) No 1907/2006 ("REACH") or similar laws or regulations identified by Quantinum, Supplier will provide Quantinum with complete information regarding the chemical composition (substances, preparations, mixtures, alloys or goods) of any Goods supplied under this Purchase Order, including all safety information required under REACH and information regarding the registration or pre-registration status of any Goods pursuant to REACH. Supplier agrees that it will include any Quantinum "Identified Use" in its REACH registrations or applications for Authorization, unless Supplier notifies Quantinum in writing that it rejects such Identified Use in order to protect human health or the environment and specifies the reason for such rejection. In such case Quantinum shall have the right to terminate this Purchase Order without incurring any costs or damages.
- c. Additionally, Supplier shall inform Quantinum upon request, current Goods status with regards to the use of hazardous materials.
- d. Goods will comply with the restrictions set forth in the Montreal Protocol on ozone-depleting substances.
- e. Supplier will be responsible for all costs and liabilities for or relating to the recycling of Goods, or similar laws or regulations identified by Quantinum.

36. BUY QUANTINUUM

Supplier will use commercially reasonable efforts to utilize Quantinum products and services in the fulfillment of this Purchase Order. Upon Quantinum's request, the Parties will mutually agree on the establishment of reasonable metrics for the utilization of Quantinum products and services.

37. UNAUTHORIZED PARTS

- a. Promptly upon Quantinum discovering that Supplier has delivered to Quantinum a Contaminated Good, Quantinum will impound such Contaminated Good and provide Notice to Supplier of such action.
- b. Promptly upon Supplier discovering that Supplier has delivered to Quantinum a Contaminated Good, Supplier will provide Notice to Quantinum of same.
- c. Promptly upon the occurrence of either of the two events above, Supplier will, at Supplier's sole cost and expense, replace such Contaminated Good with a Good that meets Quantinum's Specification, as applicable, and is not a Contaminated Good.
- d. Supplier will defend and indemnify Quantinum from all loss, cost, expense, damage, claim, demand, or liability relating to Supplier's delivery of Contaminated Goods, including without limitation Quantinum's external and internal costs of removing and

replacing Unauthorized Parts or Contaminated Goods, of reinserting replacement parts, and of any testing necessitated by the reinstallation of Supplier's Goods after Unauthorized Parts have been exchanged.

e. Quantinum may at its election and in addition to any other rights or remedies it may have under this Purchase Order, at law or in equity, have the Contaminated Goods repaired, replaced, or corrected at Supplier's expense, or sourced from an alternate source at Supplier's expense if Supplier does not repair, replace, or correct Contaminated Goods promptly. Supplier is responsible for all related costs, expenses, penalties and damages, including without limitation: the costs of repairing, replacing or correcting Contaminated Goods; the costs of removal, disassembly, failure analysis, fault isolation, overhaul, upgrade, reinstallation, re-inspection, and retrofit of the Contaminated Goods or of Quantinum's affected end-product; all freight charges; all customer charges; labor costs, including engineering costs, travel and lodging; and all corrective action costs (e.g., costs of additional inspection or quality-control systems). Unless set off by Quantinum, Supplier will reimburse Quantinum for all such expenses upon receipt of Quantinum's invoice.

38. CONFLICT MINERALS COMPLIANCE

In accordance with applicable "Conflict Minerals" laws, Quantinum must determine whether its products contain tin, tantalum, tungsten or gold ("3TG") originating in the Democratic Republic of the Congo and adjoining countries ("Conflict Minerals"). To the extent Supplier supplies direct materials containing 3TG to Quantinum under this Purchase Order, Supplier commits to have a supply chain process to ensure and document a reasonable inquiry into the country of origin of the 3TG minerals incorporated into products it supplies to Quantinum. If requested, Supplier will promptly provide information or representations that Quantinum reasonably believes are required to meet its conflict minerals compliance obligations.

39. GENERAL INDEMNIFICATION

Supplier will, at its expense, defend and indemnify Quantinum and its subsidiaries, Affiliates, and agents, and their respective officers, directors, shareholders, employees, and customers (collectively "Indemnitee(s)") from and against any and all loss, cost, damage, claim, or liability, including reasonable attorney and professional fees and costs, and the cost of settlement, compromise, judgment, or verdict incurred by or demanded of an Indemnitee arising out of, resulting from or occurring in connection with, Supplier's negligence, willful misconduct, or breach of the terms of this Purchase Order (including, without limitation, a willful refusal to perform obligations under this Purchase Order that remains uncured for thirty days after date of Notice). Indemnitee may participate in the defense or negotiations to protect its interests. Supplier will not enter into any settlement or compromise without Quantinum's prior written consent, which will not be unreasonably withheld. Supplier's indemnification includes inter-party claims.

40. INTELLECTUAL PROPERTY INDEMNIFICATION

For Goods and Deliverables provided under this Purchase Order, Supplier will, at its expense, defend and indemnify Indemnitee from and against any and all loss, cost, expense, damage, claim, demand, or liability, including reasonable attorney and professional fees and costs, and the cost of settlement, compromise, judgment, or verdict incurred by or demanded from Indemnitee arising out of, resulting from, or occurring in connection with any alleged: (a) patent, copyright, or trademark infringement; (b) unlawful disclosure, use, or misappropriation of a trade secret; or (c) violation of any other third-party intellectual property right, and from expenses incurred by Indemnitee in defense of such suit, claim, or proceeding if Supplier does not undertake the defense thereof. Supplier will have the right to conduct the defense of any such claim or action and, consistent with Indemnitee's rights hereunder, all negotiations for its settlement. But in no event will Supplier enter into any settlement without Quantinum's prior written consent, which will not be unreasonably withheld. Indemnitee may participate in a defense or negotiations to protect its interests. If an infringement claim is upheld or is reasonably believed by Quantinum to be upheld, or if any injunction or restraining order is issued, Supplier will, at its expense, either obtain for Indemnitee the right to continue using and selling the Goods and Deliverables or replace or modify the Goods and Deliverables to make them noninfringing, provided that the replacement or modification is acceptable to Quantinum and does not impair the performance or functionality of the infringing Good and Deliverable. Any modification to or substitute for any infringing Good and Deliverables provided pursuant to this clause, will be subject to all of the terms and conditions of this Purchase Order, including, without limitation, the indemnification provisions in this Intellectual Property Indemnification clause. Supplier shall also indemnify Quantinum's customers and agents for such infringement if and to the extent that Quantinum has agreed to so indemnify them, but to no greater extent than Supplier has indemnified Quantinum herein and under the same conditions as set forth herein. If this Purchase Order is performed under a U.S. Government prime or higher-tier contract Supplier's obligations to defend, indemnify, and hold harmless Indemnitees under the preceding paragraph for infringement claims based on a United States patent do not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to Quantinum's prime or higher tier contract and Quantinum and its customers are not liable to the U.S. Government for any damages, losses, costs, and expenses, including reasonable attorney fees by a third party.

41. RELATIONSHIP OF PARTIES/ INDEPENDENT CONTRACTOR

Nothing in this Purchase Order will be construed to place Supplier and Quantinum in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party has the authority to obligate or bind the other in any manner, and nothing contained in this Purchase Order will give rise or is intended to give rise to rights of any kind to any third parties. Neither Party will make any representation to the contrary. Supplier will perform its obligations under this Purchase Order as an independent contractor. Supplier retains the right to exercise full control of, supervision over and responsibility for Supplier's performance hereunder, including the employment, direction, compensation and discharge of Supplier's personnel, 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.

42. PUBLICITY

Supplier will not use Quantinum's name or marks or refer to or identify Quantinum in any advertising or publicity releases or promotional or marketing materials. Furthermore, Supplier will not claim or suggest, implicitly or explicitly, that Quantinum's use of its services or deliverables constitutes Quantinum's endorsement of its services or deliverables.

43. ASSIGNMENT AND SUBCONTRACTING

- a. This Purchase Order will be binding on the Supplier and its respective permitted successors and assigns. Supplier will not assign any part of this Purchase Order, or any rights or obligations under this Purchase Order, or subcontract all or any material aspect of the work called for, without the prior written approval of Quantinum. Any assignment or subcontract without Quantinum's written approval will be voidable at the option of Quantinum. In the event Supplier does not obtain Quantinum's prior written approval, Quantinum may, at its sole option terminate this Contract and elect an alternate supplier at Supplier's expense and in accordance with the Termination provision herein.
- b. "Change of Control" includes (a) the sale, transfer, distribution, lease, license or other disposition or assignment of all or substantially all of the Supplier's assets or any asset material to Supplier's performance under this Purchase Order to any third party; (b) (i) any acquisition of Supplier or any of its controlling affiliates by any third party by any reorganization, dissolution, merger, consolidation, or (ii) the exclusive license to Supplier's technology, to the extent such technology is material to Supplier's performance under this Purchase Order; (c) any transfer of this Purchase Order by Supplier by merger, consolidation, or dissolution; or (d) the acquisition by a third party or parties of ownership, including beneficial ownership, or power to vote a controlling share of the voting stock in Supplier or its controlling affiliates. Any Change of Control will constitute an assignment. The prohibition set forth in this clause includes, without limitation (and the following shall be deemed to be "assignments"): (i) a consolidation or merger of Supplier; (ii) a change in the ownership or voting rights of more than fifty percent (50%); (iii) any assignment or transfer which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other significant change in corporate or proprietary structure; (iv) the sale, assignment or transfer of all or substantially all of the assets of Supplier; and (v) where Supplier is a partnership, a change of control of such partnership.
- c. No assignment or subcontracting, even if approved by Quantinum, will relieve or discharge Supplier from any obligation, provision, or liability under this Purchase Order. Supplier will remain fully responsible for the performance of this Purchase Order and for any and all losses resulting from or associated with such an assignment or subcontracting or occurring as its consequence, including, without limitation, costs and charges incurred.
- d. Quantinum may assign this Purchase Order or any of its rights or obligations under this Purchase Order, in whole or in part, to any of its subsidiaries or Affiliates, or to any purchaser or successor to all or a portion of the assets of the business or product line to which this Purchase Order relates without Supplier's consent and upon written Notice to Supplier.

44. LANGUAGE

This Purchase Order is in English, which will be the controlling language in all respects. Any other language version is intended for reference only. In the event of any conflict or discrepancy between language versions the English version will prevail. English will be used for all oral and written communications between the Parties, including deliverables required under this Purchase Order.

45. MODIFICATION

Subject to the Purchase Order provision, and except as authorized under this Purchase Order, no change to or modification of this Purchase Order will be binding unless in writing, specifically identifying that it amends this Purchase Order, and is signed or approved electronically by both Parties' Authorized Representative. If Supplier becomes aware of any ambiguities, issues, or discrepancies between this Purchase Order and any Specification, design, or other technical requirement applicable to this Purchase Order, Supplier will immediately submit the matter to Quantinum for resolution. No course of dealing, prior dealings, usage of trade, or course of performance will be used to modify, supplement or explain any terms used in this Purchase Order.

46. HEADINGS AND CAPTIONS

Headings and captions are for convenience of reference only and in no way are to be construed to define, limit or affect the meaning or interpretation of any provision of this Purchase Order.

47. SPECIFIC PERFORMANCE

Supplier hereby acknowledges and agrees that Quantinum would be irreparably damaged in the event that any of the provisions of this Purchase Order were not performed in accordance with its specific terms or were otherwise breached. Accordingly, Supplier agrees that, in addition to any other remedy to which Quantinum is entitled at law or in equity, Quantinum will be entitled to a temporary, preliminary and/or permanent injunction(s) to prevent breach of and enforce terms in this Purchase Order without the need to prove a lack of an adequate remedy at law. In either case, no bond or other security will be required. Supplier further acknowledges in the event it alleges a breach of the terms of this Purchase Order by Quantinum, it will continue performance until such allegation is resolved and if Supplier fails to continue performance, Quantinum is entitled to a temporary, preliminary and/or permanent injunction or injunctions.

48. REMEDIES

Supplier is liable for all Quantinum work, costs and expenses incurred or sustained as a result of Supplier being at risk of failure to meet its performance obligations under this Purchase Order, including without limitation obligations contained in the provisions of this Purchase Order pertaining to forecast, delivery, shipment and packaging, inspection, warranty, cessation of production, continuity of supply, and quality. Supplier is liable for all work, costs and expenses Quantinum incurs or sustains by providing resources to assist

Supplier in meeting its performance obligations. All Quantinum rights and remedies set forth in this Purchase Order are in addition to, and will in no way limit, any other rights and remedies that may be available under this Purchase Order, by law or in equity.

49. WAIVER

The failure or delay of either Party to enforce at any time any of the provisions of this Purchase Order will not be construed to be a continuing waiver of those provisions, nor will any failure or delay prejudice the right of the Party to take any action in the future to enforce any provision. No waiver from Quantinum is effective unless expressly set forth in writing and manually signed by Quantinum.

50. SEVERABILITY

If any provision of this Purchase Order (or portion thereof) is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties agree the court will construe the provision in a manner that renders the provision valid and enforceable to the fullest extent possible under the law of the applicable jurisdiction and that the remaining provisions will remain in full force and effect.

51. ADDITIONAL GOVERNMENT TERMS

- a. If this Purchase Order is subject to any provision or regulation applicable to a United States Government contract then, in such a case, the terms and conditions set forth in: (a) Supplemental Purchase Order Provisions under Fixed Price U.S. Government Contracts ("SP/FFP"), (b) Supplemental Purchase Order Provisions for U.S. Government Commercial Items, FAR Part 12 ("SP/GCI"), or (c) Supplemental Purchase Order Provisions under Foreign Military Financed (FMF) Contracts ("SP/FMF") are incorporated by this reference into this Purchase Order. Supplier must work to the current SP/FFP, SP/GCI, or SP/FMF terms and conditions, which are located on the Quantinum Supplier Portal.
- b. If this Purchase Order is funded under a United States Government prime or lower tiered subcontract and incorporates the following statement, "This is a rated order certified for national defense use, and you (supplier) are required to follow all of the provisions of the Defense Priorities and Allocations System regulation (15 CFR 700)", Supplier will accept the responsibilities associated with compliance to the specific rating or rating placeholder supplied on the face of this Purchase Order.
- c. Except as otherwise specified in the Defense Priorities and Allocations System regulation (15 CFR 700), subpart 700.13 "Acceptance and Rejection of Rated Orders," Supplier shall accept every rated Purchase Order received and must fill such orders regardless of any other rated or unrated orders that have been accepted. Supplier must accept or reject a rated Purchase Order and transmit the acceptance or rejection in writing (hard copy), or in electronic format, within 15 business days after receipt of a DO rated Purchase Order and within 10 business days after receipt of a DX rated Purchase Order to the Quantinum Authorized Representative whose name appears on the Purchase Order. If the Purchase Order is rejected, Supplier must provide the reason(s) for the rejection, pursuant to paragraphs (b) Mandatory Rejection and (c) Optional Rejection of the Defense Priorities and Allocations System regulation (15 CFR 700), subpart 700.13, in writing (hard copy) or by electronic format. If Supplier has accepted a rated Purchase Order and subsequently finds that shipment or performance will be delayed, the person must notify Quantinum immediately, give the reasons for the delay, and advise of a new shipment or performance date. If notification is given verbally, written or electronic confirmation must be provided within 5 business days.
- d. Supplier's acceptance of Purchase Orders or Purchase Order changes certifies that Supplier is not subject to suspension or debarment by any U.S. Government agency.
- e. When "certified cost or pricing data" or "data other than certified cost or pricing data" (as defined and used in the Federal Acquisition Regulation and its supplements) is requested by Quantinum, the United States Government (e.g., DCMA or DCAA), a prime contractor or higher tier subcontractor (collectively the "Customer") for use on or in connection with any U.S. Government or related solicitation(s), contract(s) or modification(s) thereto, Supplier agrees to submit "certified cost or pricing data" or "data other than certified cost or pricing data" as requested by Quantinum or the Customer for the purpose of completing and documenting price reasonableness (as that term is defined and used in Federal Acquisition Regulations and its supplements). Quantinum's or the Customer's determination that Supplier's cost or pricing data requires certification pursuant to Federal Acquisition Regulations is final and not subject to dispute under this Contract. "Certified cost or pricing data" must be certified as accurate, complete, and current as of the date of agreement on price or, if applicable, an earlier date agreed upon between the Parties that is as close as practicable to the date of agreement on price.
- f. If, for any reason, Quantinum or the Customer concludes that Supplier's or its lower-tier supplier's offered or negotiated price is not supported as "fair and reasonable" (as that term is defined and used in the Federal Acquisition Regulation and its supplements), Supplier agrees to enter into good faith price negotiations with Quantinum as necessary to negotiate, document and demonstrate a "fair and reasonable price" consistent with requirements of the Federal Acquisition Regulation and its supplements. If, for any reason, the Parties do not reach agreement on a "fair and reasonable price" within 10 business days after receipt of written notice from Quantinum, then Supplier's Vice President-General Manager for the business unit/segment that will perform the work required under this Contract and the appropriate Quantinum executive, each having the authority to bind their respective principal, will attempt to resolve the problem to their mutual satisfaction. If Supplier's Vice President-General Manager and Quantinum's executive do not reach agreement on a "fair and reasonable price" within 10 additional business days after escalation of this issue to the Vice President-General Manager and the Quantinum executive level, or if at any time Quantinum's Customer concludes that the price is not "fair and reasonable," Quantinum will have the right to procure the Goods and Deliverables from an alternative supplier of Quantinum's choosing, and terminate this Contract for Supplier's material default in accordance with the Termination for Default provision and recover damages available pursuant to this Contract, in law or equity. Accordingly, notwithstanding any other provision of this Contract, Purchase Order or related agreements, if the Parties do not reach agreement on a "fair and

reasonable price" or if at any time Quantinum's Customer concludes that the price is not "fair and reasonable," Quantinum may issue a request for quotation ("RFQ") to one (or more) suppliers in a competitive bid format using Supplier's intellectual property and/or Quantinum's intellectual property exclusivity licensed to Supplier. Within 10 business days of receiving responses from the other supplier(s) to whom it issued the RFQ, Quantinum will inform Supplier if Quantinum has received a more competitive and more compliant proposal from any other supplier. Supplier will have the opportunity to meet or beat any final offers submitted by any other supplier to whom Quantinum issued the RFQ, provided that Supplier's response must be received by Quantinum no more than 5 business days following Quantinum's notification that it has received a more competitive offer. If Quantinum determines, in its sole discretion, that Supplier's response is as competitive as the other supplier's, Quantinum may continue to procure from Supplier in accordance with the terms of this Contract as modified to reflect the new price. If Quantinum determines, in its sole discretion, Supplier's response is not as competitive as the other supplier's, Quantinum will have the right to procure from the other supplier without recourse by Supplier and terminate this Contract for Supplier's material default in accordance with the Termination for Default provision and recover damages available pursuant to this Contract, in law or equity.

- g. If Quantinum's Customer concludes that Supplier or its lower-tier suppliers: (1) submitted and/or certified cost or pricing data that is defective; (2) claimed an exception to submit cost or pricing data and such exception is invalid; or if (3) U.S. Government alleges any of the foregoing; and as a result: (a) Quantinum's contract price or fee is reduced; (b) Quantinum's costs are determined to be unallowable; (c) any fines, penalties, or interest are assessed on Quantinum, or Quantinum incurs any other costs or damages; Quantinum may make a reduction of corresponding amounts (in whole or in part) in the costs and fee of this Purchase Order or any other contract or purchase order with Supplier, and/or may demand payment (in whole or in part) of the corresponding amounts. Supplier shall promptly pay amounts so demanded. Such sums will not be considered allowable costs under any provision of this Purchase Order. In case of withholding(s), Quantinum may withhold the same amount from Supplier under this Purchase Order.
- h. In addition to any other remedies provided by law or under this Purchase Order, Supplier hereby indemnifies and holds Quantinum harmless to the full extent of any loss, damage, or expense, including, without limitation, any withholds under DFARS 252.242-7005, "Contractor Business Systems," incurred by Quantinum that result from any government action, claim, withhold, or similar action against Quantinum (i) because of a failure of Supplier or its lower-tier subcontractors to comply with any of the following applicable Business Systems clauses (DFARS 252.215-7002 "Cost Estimating System Requirements", DFARS 252.234-7002 "Earned Value Management System", DFARS 252.242-7004 "Material Management and Accounting System", DFARS 252.242-7006 "Accounting System Administration", DFARS 252.244-7001 "Contractor Purchasing System Administration", DFARS 252.245-7003 "Contractor Property Management System Administration") or (ii) because the supporting information or documentation provided by Supplier or its lower-tier subcontractors, or Supplier's or its lower-tier subcontractor's refusal to provide supporting information or documentation, contributed to a finding of a "significant deficiency" (as so defined in DFARS 252.242-7005) under any of the Business Systems clauses included in any of Quantinum's contracts with its Customers.
- i. If this Contract or Purchase Order is funded under a United States Government prime or lower tiered subcontract, the provisions of 29 CFR Part 471, Appendix A to Subpart A (relating to the obligation to post a notice of employee rights under the National Labor Relations Act and to notify covered subcontractors of their obligation to do so) are incorporated by reference in this Contract or Purchase Order.
- j. If this Purchase Order is subject to any provision or regulation applicable to any other non-U.S. government contract, then such terms and conditions will be set forth in this Purchase Order and Supplier must comply with such terms and conditions.

52. SURVIVAL

All provisions of this Purchase Order which by their nature should apply beyond its term will remain in force after any termination or expiration of this Purchase Order including, but not limited to, those addressing the following subjects: Audit; Import and Export Compliance; Cessation of Production; Applicable Law and Forum; Confidentiality; Continuity of Supply; Drawback; General Indemnification; Quantinum Property; Insurance; Intellectual Property Indemnification; Invoicing and Payment; Most Favored Customer and Meet or Release; Offset; Price; Publicity; Recall, Relationship Between the Parties/Independent Contractor; Remedies; Set Off; Survival, Technology and Intellectual Property Rights; Waiver; and Warranty.

53. ENTIRE AGREEMENT

The exhibits, schedules and other attachments to this Purchase Order are incorporated by reference. This Purchase Order contains the entire agreement between the Parties and supersedes and replaces any prior or inconsistent agreements, negotiations, representations or promises, written or oral, between the Parties respecting the subject matter of this Purchase Order. Neither Party has relied on any promises, inducements or representations by the other, except those expressly stated in this Purchase Order.