

STANDARD TERMS AND CONDITIONS OF PURCHASE

Definitions. For purposes of these Standard Terms and Conditions of Purchase ("**Purchase Order**"), the term (i) "**Purchaser**" means the entity which name appears on the first or front page of the applicable Purchase Order; (ii) "**Purchaser Parties**" means, collectively, the Purchaser and affiliates of the Purchaser from time to time (For the avoidance of doubt, Purchaser Parties may use the Purchase Order Items as if they were Purchaser.); (iii) "**Seller**" means the person or entity with whom Purchaser placed this Purchase Order; (iv) "**Purchase Order Items**" means the goods, software, content and/or services that are subject to this Purchase Order; (v) "**Applicable Laws**" means any and all statutes, laws, rules, regulations, codes, ordinances, treaties and conventions, standards, requirements and restrictions of the jurisdiction (A) where Purchase Order Items are, as applicable, produced, labeled, registered, packaged, shipped from and to, inspected, distributed, sold, provided, used and/or disposed of; (B) where Seller is registered and/or does business; and (C) of Purchaser's affiliate that placed the Purchase Order, to the extent Purchaser informs Seller of such Applicable Laws or Seller otherwise becomes aware thereof; (vi) "include(s)" and "including" mean "including without limitation"; and (vii) "or" is disjunctive but not necessarily exclusive.

Acceptance. Seller's commencement of work on, or shipment of, or provision of any Purchase Order Items, whichever occurs first, shall be deemed an effective mode of acceptance of this Purchase Order by Seller. Any acceptance of this Purchase Order is limited to acceptance of the express terms contained herein. Any proposal for additional or different terms or any attempt by Seller to vary in any degree the terms of the offer contained in this Purchase Order in Seller's acceptance is hereby objected to and rejected. Such proposals, however, shall not operate as a rejection of the offer contained in this Purchase Order unless such variances are in the terms of the description, quantity, price or delivery schedule of the Purchase Order Items, but shall be deemed a material alteration thereof, and this Purchase Order shall be deemed accepted by Seller without said additional or different terms. If this Purchase Order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained herein.

Termination for Convenience. Purchaser reserves the right to terminate this Purchase Order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause its suppliers and subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the Purchase Order price reflecting the percentage of the work performed prior to the

notice of termination, plus actual direct costs resulting from termination. Seller shall not be paid for either any work done after receipt of the notice of termination or for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.

Termination for Cause. Purchaser may also terminate this Purchase Order or any part hereof for cause in the event of any default by Seller or if Seller fails to comply with any of the terms and conditions of this Purchase Order. Late deliveries, deliveries of any Purchase Order Items which are defective or which do not conform to this order, or failure to provide Purchaser, upon request, of reasonable assurances of future performance shall all be causes allowing Purchaser to terminate this Purchase Order for cause. In the event of termination for cause, Purchaser Parties shall not be liable to Seller for any amount, and Seller shall be liable to Purchaser Parties for any and all damages sustained by reason of the default which gave rise to the termination.

Proprietary Information. Confidentiality. Advertising. Seller shall maintain and use its best efforts to protect in confidence all information furnished or disclosed by Purchaser Parties or otherwise shown or disclosed to Seller or its employees, agents and subcontractors in the course of Seller providing Purchase Order Items. Absent Purchaser's prior written authorization, Seller shall not and shall cause its employees, agents and subcontractors not to, disclose any such information to any other person, or use such information for any purpose other than to perform its obligations hereunder. Moreover, Seller shall comply with Purchaser Parties' policies and procedures on data security and access to Purchaser Parties' voice or data networks or communications facilities, as in effect from time to time. This paragraph shall apply to, but is not limited to, information relating to Purchaser Parties and their customers, as well as drawings, specifications, or any other documents prepared by Seller for Purchaser in connection with this order. Without Purchaser's prior written consent, Seller shall not (i) advertise or publish the fact that Purchaser has contracted for the Purchase Order Items, (ii) use Purchaser's or any of its affiliates' name or trademarks or service marks or (iii) disclose any information relating to the Purchase Order, except as expressly provided herein. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Purchaser Parties shall be deemed secret or confidential and Seller shall have no rights against Purchaser Parties with respect thereto, except such rights as may exist under patent laws.

Warranty. Seller expressly warrants that all Purchase Order Items (i) shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship; (ii) if goods, are new and unused, except as specifically stated in this Purchase Order; (iii) are not "grey market", except as specifically stated in this Purchase Order, and will be accompanied by all manufacturer warranties and support and other obligations and undertakings that are applicable to such goods, software, content or services, as the case may be, furnished by an authorized dealer in the jurisdiction of Purchaser's affiliate that placed the Purchase Order; (iv) will conform to any statements made on the containers or labels or advertisements for such Purchase Order Items, and that any goods will be adequately contained, packaged, marked, and labeled; (v) will be merchantable and will be safe and appropriate for the purpose for which goods, software, content or services of that kind are normally used; (vi) if Seller knows or has reason to know the particular purpose for which Purchaser intends to use the Purchase Order Items, will be fit for such particular purpose; (vii) will be properly branded, labeled, tagged, marked and/or registered (if required) in accordance with all Applicable Laws and will be accompanied by sufficient and clear instructions to enable Purchaser Parties to properly install, use and apply the same; and (viii) will conform in all respects to samples. Inspection, test, acceptance or use of the Purchase Order Items shall not affect the Seller's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Seller's warranty shall run to Purchaser, its successors, assigns and affiliates and its and their customers, and users of products sold by Purchaser Parties. Seller agrees to replace or correct defects of any Purchase Order Items not conforming to the foregoing warranty promptly, without expense to Purchaser, when notified of such nonconformity by Purchaser, provided Purchaser elects to provide Seller with the opportunity to do so. In the event Seller fails to correct defects in or replace any nonconforming Purchase Order Items promptly, Purchaser, after reasonable notice to Seller, may make such corrections or replace such Purchase Order Items and charge Seller for the cost incurred by Purchaser doing so.

Price Warranty. Seller warrants that the prices for Purchase Order Items are not less favorable than those currently extended to any other customer for the same or similar goods, software, content or services in similar quantities. In the event Seller reduces its price for such article during the term of this Purchase Order, Seller agrees to reduce the prices hereof correspondingly. Seller warrants that prices shown on this Purchase Order shall be complete, and no additional charges of any type shall be added without Purchaser's prior express written consent. Such additional charges include, but are not

limited to, shipping, packaging, labeling, custom duties, taxes, storage, boxing, crating.

Force Majeure. Purchaser may delay delivery or acceptance due to causes beyond its control. Seller shall hold or postpone delivery of such Purchase Order Items at the direction of Purchaser and shall deliver them when the cause affecting the delay has been removed. Purchaser shall be responsible only for Seller's direct costs in holding the goods or delaying performance of the Purchase Order at Purchaser's request. Causes beyond Purchaser's control shall include, but are not limited to, government or regulator action, market conditions or failure of the government, regulatory or market to act where such action is required, strike or other labor trouble, terrorism, war, pandemic, natural disaster, utility failure, fire, or unusually severe weather.

Infringement Claims. Seller unconditionally agrees upon receipt of notification to promptly assume full responsibility for defense of any claim, suit or proceeding which may be brought against Purchaser Parties or their agents, correspondents, customers, or other vendors based on an allegation of infringement of a patent, copyright, trade secret, trademark or other proprietary right relating to any Purchase Order Items or use thereof or unfair competition resulting from similarity in design, trademark or appearance of any Purchase Order Items, and Seller further unconditionally agrees to indemnify Purchaser Parties, their agents, correspondents, and customers against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding including any settlement. Purchaser Parties may be represented by and actively participate through their own counsel in any such suit or proceeding if they so desire, and the costs of such representation shall be paid by Seller. In the event of a judgment against Purchaser Parties or their agents, correspondents, customers, or other vendors, Purchaser Parties will receive a full refund of all amounts paid hereunder.

Insurance. In the event that Seller performs services, whether through Seller's employees, agents or subcontractors, on Purchaser's property, or property of Purchaser's customers or affiliates, Seller agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of Purchaser Parties. Seller shall maintain all necessary insurance coverages, including public liability and Workers' Compensation insurance.

Indemnification. Seller shall defend, indemnify and hold harmless Purchaser Parties against all damages, claims or liabilities and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in any Purchase Order Items, or from any act or omission of Seller, its agents, employees or

subcontractors or any claim by any of Seller's employees, agents or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller.

Changes. Purchaser shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this Purchase Order shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph.

Inspection/Testing. Payment for the Purchase Order Items shall not constitute an acceptance thereof. Purchaser shall have the right to inspect such Purchase Order Items and to reject any and all of said Purchase Order Items that are in Purchaser's judgment defective or nonconforming. Rejected Purchase Order Items and any goods, software, content or services supplied in excess of quantities called for herein may be returned to Seller at its expense and, in addition to Purchaser Parties' other rights, Purchaser Parties may charge Seller all expenses, as applicable, of unpacking, examining, repackaging and reshipping such goods, software, content or services. In the event Purchaser receives Purchase Order Items whose defects or nonconformity is not apparent on examination, Purchaser Parties reserve the right to require replacement, as well as payment of damages. Nothing contained in this Purchase Order shall relieve in any way the Seller from the obligation of testing, inspection and quality control.

Setoff. All claims for money due or to become due from Purchaser shall be subject to deduction or setoff by Purchaser by reason of any counterclaim arising out of this or any other transaction with Seller.

Delivery and Shipment. Time is of the essence in this Purchase Order, and if delivery or rendering of Purchase Order Items is not completed by the time promised, Purchaser reserves the right without liability and in addition to its other rights and remedies to terminate this Purchase Order by notice effective when received by Seller as to any Purchase Order Items not yet shipped, provided or rendered and to purchase substitute items, goods, software, content or services, as applicable, elsewhere and charge Seller with any loss incurred. If in order to comply with Purchaser's required delivery date it becomes necessary for Seller to ship by a more expensive way than specified in this Purchase Order, any increased transportation costs resulting therefrom shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been caused by Purchaser. Title in any goods furnished hereunder shall pass to

Purchaser on delivery without prejudice to any right of rejection which may accrue to Purchaser hereunder.

Limitation on Purchaser Parties' Liability. Statute of Limitations. In no event shall Purchaser Parties be liable for anticipated profits or for incidental or consequential damages. Purchaser Parties' liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Purchase Order or from the performance or breach thereof shall in no case exceed the price allocable pro rata to the Purchase Order Items, which give rise to the claim. Purchaser Parties shall not be liable for penalties of any description. Any action resulting from any breach on the part of Purchaser Parties as to the Purchase Order Items must be commenced within one year after the cause of action has accrued.

Equal Employment Opportunity. Compliance with Applicable Laws. Seller acknowledges that Purchaser is an equal opportunity/ affirmative action employer. Seller is solely responsible for, shall bear the cost of and shall ensure its employees', agents' and representatives' compliance with the Applicable Laws, including the ones related to labor, employment, equal opportunity, human rights, non-discriminatory employment practices, family and/or medical leave, termination of employment, data privacy, workers' compensation, unemployment compensation, working time, disability benefits, workers' rights, child labor, and protection of environment. Without limiting the foregoing and in addition thereto, Seller is solely responsible for obtaining and maintaining any and all applicable licenses, authorizations and permits required in connection with this Purchase Order and Applicable Laws, as well as for any and all fees and taxes associated therewith.

Governing Law. Disputes. This Purchase Order shall be interpreted and construed in accordance with the laws of England if the domicile of the Purchaser's affiliate that placed this Purchase Order is in the U.K., or the laws of the State of New York, U.S.A. for all other affiliates of Purchaser, in each case, without regard to the conflicts of law principles thereof. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods ("CISG") shall not apply to this Purchase Order, including any applicable addenda. To the extent that CISG is applicable, the parties agree to opt out of the applicability of CISG pursuant to the opt-out provision(s) contained therein. Any controversy concerning the subject matter of this Purchase Order between Seller, any of Seller's affiliates or any of its or their partners, officers, directors, control persons, or employees on the one hand, and Purchaser, any of Purchaser's affiliates or any of its or their partners, officers, directors, control persons, or employees on the other hand, shall be subject to (i) the exclusive

jurisdiction of English courts, if the domicile of Purchaser's affiliate that placed this Purchase Order is in the U.K., or (ii) the exclusive jurisdiction of the Federal or State courts in the State of New York, U.S.A. for all other affiliates of Purchaser. Seller and Purchaser hereby irrevocably consent to the jurisdiction of such courts and waive any claim or defense that such forum is not convenient or proper. Seller consents to personal jurisdiction in any such court for purposes of any such litigation. Purchaser and Seller hereby waive any right to trial by jury with respect to any dispute, suit, action or proceeding arising out of or relating to this Purchase Order or otherwise relating to their relationship, whether in contract, tort or otherwise.

Miscellaneous. Purchaser's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Purchaser's

waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type. This Purchase Order and any document referred to on the face hereof constitute the entire agreement between the parties. No part of this Purchase Order may be assigned or subcontracted amended or waived without prior written approval of Purchaser. Notwithstanding the generality of the foregoing and addition thereto, no shrink-wrap, click-through or similar agreement relating to the Purchase Order Items shall be of legal effect unless duly and manually signed with ink by Purchaser and Seller. The rights, licenses and remedies granted to Purchaser and the obligations, responsibilities and limitations imposed on Seller in this Purchase Order are cumulative, and are in addition to any set forth in any agreement between Purchaser and Seller.

Version Dated: August, 2020