

March 2026

1. General.

1.1 These Roadside Protect Inc. Purchase Terms and Conditions and any applicable country supplement (collectively, "POTCs") are incorporated into and form a part of the contract for the purchase of the Services (the "**Order**"), which includes but is not limited to the executed framework/corporate/master services ("**Framework Agreement**") or individual supply agreement/individual contract/statement of work/service agreement ("**Individual Contract**"), accepted purchase order and/or scheduling agreement issued by Robert Bosch LLC and/or its North American affiliate(s). The Order shall also include any provisions received by the following means but not limited to E-Mail, SMS or electronic transfer of data, incorporated by reference therein pursuant to Section 2.2 below. The terms "**Buyer**" and "**Seller**" refer to the entities designated as such on the attached purchase order and/or scheduling agreement. The term "**Services**" refers to the services, products and equipment to be provided to Buyer by Seller as specified in the Order and includes all hard copy and/or electronic drawings or specifications provided to Buyer in connection with the Services.

Seller acknowledges that Buyer is relying upon Seller's agreement to timely perform the Services at the price and on the other terms and conditions stated in the Order. Accordingly, Seller may not terminate the Order before expiration. In the event Seller requests that Buyer transition the Services from Seller to a new supplier in part or in whole, Buyer may in its sole and absolute discretion refuse such request.

2. Terms of the Order; Offer/Acceptance.

2.1 Any purchase order issued by Buyer is an offer by Buyer to purchase the Services from Seller on the terms of such purchase order. A binding contract is formed if (a) Seller accepts the purchase order upon Seller's receipt of Buyer's purchase order; or (b) Seller is deemed to have accepted the purchase order as described below. The purchase order expires if (a) and (b) don't apply. Buyer shall have the right to rescind the purchase order and/or scheduling agreement at any time prior to Seller's acceptance. Seller shall be deemed to have accepted the purchase order upon the earliest of: (i) Seller commencing work or performance with respect to any part of the purchase order; (ii) Seller delivering written acceptance of the purchase order to Buyer; or (iii) any conduct by Seller that fairly recognizes the existence of a contract for the purchase and sale of the Services. The Order is limited to and conditional upon Seller's acceptance of the terms of the purchase order. Buyer's purchase order does not constitute an acceptance of any offer, quote or proposal made by Seller, and Seller acknowledges and agrees that: (a) a request for quotation or similar document issued by Buyer is not an offer by Buyer; and (b) any response by Seller to a request for quotation or similar document issued by Buyer is not an offer by Seller. In the event that Seller accepts Buyer's purchase order other than by written acceptance pursuant to subsection (ii) above, Buyer may cancel the purchase order in its sole and absolute discretion, without payment of any kind to Seller, if Seller refuses to provide written acceptance of the purchase order immediately following Buyer's written or oral request for such confirmation. Any additional or different terms proposed by Seller, whether in Seller's quotation, acknowledgement, invoice or otherwise, are unacceptable to and expressly rejected by Buyer, and are hereby waived by Seller and are not part of the Order. However, any proposed modification of the terms of the purchase order by Seller shall not operate as a rejection of the purchase order if Seller commences work or is otherwise deemed to have accepted Buyer's offer as provided above, in which case the purchase order shall be deemed accepted by Seller without any such proposed modifications. Any reference in the Order to Seller's quote or other prior communication shall not imply

acceptance of any term, condition or instruction but is solely to incorporate the description or specifications of the Services, but only to the extent that such description or specifications are not in conflict with the description and specifications in the purchase order. If the Order is found to be an acceptance of any prior offer or proposal by Seller, such acceptance shall be limited to and conditional upon Seller's acceptance of the terms of the purchase order.

2.2 The following documents are incorporated into and shall be part of the Order: (i) any executed framework or individual supply agreement or service agreement between Buyer and Seller; (ii) scopes of work, prints and specifications for the Services that are provided or approved by Buyer; (iii) Buyer's policies (as defined below), as revised by Buyer from time to time; (v) and (iv) any written agreement between Buyer and Seller which provides therein that it shall be part of the Order. As used herein, the term "Buyer's policies" includes any statement of work applicable to the Services, quality assurance documents, Buyer's Code of Conduct and any other guidelines issued by Buyer and applicable to the Services. Buyer's policies may be obtained by contacting Buyer's assigned purchasing representative or by accessing Buyer's internet website at

<https://www.boschservicesolutions.com/downloads/RoadsideProtectInc-Purchasing-TermsAndConditions.pdf>

2.3 In the event of any ambiguities, express conflicts or discrepancies in the specification, drawings or other documents which are part of the Order, Seller shall immediately submit the matter to Buyer for its determination and the parties shall resolve the matter in mutual agreement. In the event of an express conflict between an executed Framework or Individual Contract, or a purchase order issued by Robert Bosch LLC and/or its North American affiliate(s), on the one hand, and these POTCs, on the other hand, the Framework or Individual Contract, or purchase order shall take precedence over these POTCs.

3. Price; Payment Terms.

3.1 Unless otherwise set forth in the Order, the purchase price for the Services is: (i) in U.S. Dollars; (ii) is a firm fixed price for the duration of the Order and not subject to increase for any reason, including but not limited to, increased labor or costs or currency fluctuations; and (iii) is inclusive of all federal, state, provincial, value added and local taxes and any duties applicable to provision of the Services.

3.2 Payments shall be issued by Seller to Buyer no earlier than delivery of the Services to Buyer. Seller shall, at its sole expense, comply with Buyer's instructions and then current Buyer's policies with respect to the form, content and method for receipt of such payments. Seller shall promptly submit correct and complete invoices or other agreed upon billing communications with appropriate supporting documentation and other information reasonably required by Buyer after delivery of Services.

3.3 Unless otherwise stated in the Order, Buyer shall pay for Services that are properly delivered and not subject to dispute according to the terms stated in the Order. If no terms are stated in the Order, Buyer shall pay net one hundred and twenty (120) days, after the later of: (i) the Services being received; or (ii) Buyer's receipt of Seller's invoice. Buyer may withhold payment until a correct and complete invoice or other required information is received and verified. If the payment date is not a business day, payment shall be due the next business day thereafter. Payment shall be deemed to occur upon transmittal by Buyer of any paper draft or online portal or Buyer's wire transfer of payment into the account of Seller.

4. Quality and Performance.

4.1 Seller shall conform to all quality control and other standards and inspection systems as established or directed by Buyer for services of the type being provided. These may include without limitation quality management systems such as ISO 9001, and applicable health, safety, and environmental certifications. Seller is responsible for the

performance and quality of all of its subcontractors from which Seller obtains services it uses to perform the Services for Buyer.

4.2 The Services shall be performed in accordance with a Statement of Work ("SOW") or other similar document agreed by the parties, which may define the scope, deliverables, timelines, performance metrics, and/or Service Level Agreements ("SLAs") for the Services. Seller shall ensure that all Services performed for Buyer conform to all specifications, standards, and descriptions set forth in the Order. In the event that Seller provides any Services that are nonconforming or breach the warranties of Section 5 below, Buyer may require Seller, at Seller's sole cost and expense, to re-perform the Services in such a manner as Buyer determines will ensure that all future Services will conform to the Order. Any review by Buyer, the lack thereof, or lack of response shall in no way release Seller from any quality or warranty obligations under the Order. Seller is responsible for the performance and quality of all of its suppliers from which Seller obtains goods and services it uses to produce Services, including suppliers that Buyer and/or Buyer's Customer has directed, recommended, requested, suggested or otherwise identified to Seller as a supplier from which Seller should obtain goods and services.

4.3 Buyer reserves the right at any reasonable time to inspect, witness, review or otherwise audit Seller's quality assurance and quality control procedures.

4.4 Seller shall assign and maintain a sufficient number of qualified, trained, and experienced personnel to perform the Services. Buyer reserves the right to approve or reject any key personnel assigned by Seller to perform the Services under the Order and may require Seller, upon written notice, to remove and replace any personnel who, in Buyer's reasonable judgment, are failing to perform in accordance with the standards of this Order.-

4.5 If nonconforming Services are rejected by Buyer, Seller shall in Buyer's sole and absolute discretion, without prejudice to any other right or remedy of Buyer, at Seller's sole expense, correct or re-perform the non-conforming Services to the satisfaction of Buyer.-

5. Warranty.

5.1 Unless otherwise specified in the Framework Agreement, or Individual Contract and in addition to any other express or implied warranties provided by law or otherwise, Seller warrants to Buyer, Buyer's Customer and their respective customers, successors and assigns that the Services when delivered to Buyer shall: (i) be performed in a professional and workmanlike manner, consistent with all standards and specifications agreed to with Buyer and otherwise consistent with the highest industry standards in compliance with all applicable laws and regulations; (ii) performed in accordance with all requirements of the Order, including any applicable SOW, specifications, and performance metrics; and (iii) fit and sufficient for the specific purposes intended by Buyer.

5.2 All warranties of Seller extend to future performance of the Services and are not modified, waived or discharged by delivery, inspection, tests, acceptance and/or payment. Buyer's approval of any process or specifications shall not relieve Seller of these warranties. Seller waives any right to notice of breach. The warranties in this Section 5 are intended to and shall provide Buyer with protection from any and all warranty claims brought against Buyer by Buyer's Customer and their respective customers, successors and assigns, relating in any manner to the Services. In the event of a breach of the warranty, Seller shall, at Buyer's option and at Seller's sole cost and expense, either (i) re-perform the deficient Services to the satisfaction of Buyer, or (ii) refund to Buyer the fees paid for the deficient Services.

5.3 At Buyer's request, Seller shall fully participate in any root cause investigation or analysis conducted by Buyer and/or Buyer's Customer relating in any manner to the failure of the Services and provide all information requested by Buyer concerning the Services. In the event that the root cause analysis of a warranty failure is inconclusive but implicates the Services, the extent of Seller's liability shall be based upon a good faith allocation by Buyer of the responsibility for the warranty failure.

6. Remedies; Indemnification Obligation.

6.1 Unless otherwise specified in the Framework Agreement, or Individual Contract, the rights and remedies reserved to Buyer

in each Order shall be cumulative with and in addition to all other legal or equitable remedies available to Buyer. Seller is liable for all damages incurred by Buyer, including but not limited to compensatory, indirect, special, punitive, exemplary or consequential (as opposed to compensatory) damages, including damages for lost profits or other damages directly or indirectly related to profits, fines, penalties, charges, assessments or other costs, incurred by Buyer as a result of Seller's: (i) breach of any representation or warranty set forth in the Order; (ii) failure to timely deliver conforming or otherwise non-defective Services; (iii)- breach of any obligations pursuant to Section 14, and/or (iv) failure to otherwise comply with the Order, even if Seller has cured the breach. Such damages shall include but not be limited to costs, expenses and losses incurred directly or indirectly by Buyer: (a) in connection with correcting or re-procuring the nonconforming Services; (b) resulting from production interruptions; (c) resulting from or arising in connection with any Security Incident (defined in Section 14.4 below), including (without limitation) the costs of providing any modifications, credit monitoring or fraud prevention services to impacted individuals or (d) resulting from personal injury (including death) or property damage caused by the nonconforming Services. Buyer's damages include reasonable legal and attorneys' fees and other professional fees, fines, penalties, settlements and judgments incurred by Buyer and other costs associated with Buyer's administrative time, labor and materials and any late or partial delivery of the Services.

6.2 In any action brought by Buyer to enforce Seller's obligations in connection with the performance of the Services or Transition Support, Seller acknowledges and agrees that monetary damages are not a sufficient remedy for any actual, anticipated or threatened breach of the Order and that, in addition to all other rights and remedies that Buyer may have, Buyer shall be entitled to specific performance including injunctive relief without the requirement to post bond or other security or other equitable relief as a remedy for any such breach, in addition to recovery of Buyer's reasonable legal and/or attorneys' fees and expenses.

6.3 To the fullest extent permitted by law: (i) Seller hereby assumes the entire, sole responsibility for any injury to person, including death, or damage to property of any kind or nature caused by, resulting from or in connection with the performance of the Services by Seller or anyone acting on its behalf; (ii) Buyer shall not be responsible for any injury to person (including death) or damage to any property resulting from Seller's performance of the Services and (iii) Seller shall defend, indemnify and hold harmless Buyer, Buyer's Customer and all of their respective agents, customers, invitees, subsidiaries, affiliates, successors and assigns, against all damages, losses, claims, liabilities and expenses (including reasonable attorneys' and other professional fees, settlements, judgments) arising out of or resulting from any defective Services, or from any negligent or wrongful act or omission of Seller or Seller's agents, employees or subcontractors.

6.4 Seller's obligations under this Section 6 to defend and indemnify shall apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise and, to the maximum extent permitted by applicable law, Seller's indemnification obligations shall apply even as to losses caused in whole or in part by an indemnified party's negligence, except to the extent that losses resulted solely and directly from the gross negligence or willful misconduct of such indemnified party. Buyer has the right to be represented by and actively participate through its own counsel in the defense and resolution of any indemnification matters, at Seller's expense. The indemnification obligations of Seller set forth in these POTCs, including this Section, are independent of and in addition to any insurance and warranty obligations of Seller. The indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the benefit of Seller under applicable workers' compensation legislation, or laws governing occupational diseases, disability benefits or other employee benefits.

7. Changes.

7.1 Buyer reserves the right at any time, by written notice to Seller, to make changes, or to require Seller to make changes, to scope of work or descriptions of the Services. Buyer also reserves the right to otherwise change the scope of the work covered by the Order, including work with respect to such matters as inspection, testing or quality control. Seller shall promptly make any such requested change.

7.2 In order for Seller to request a reasonable difference in price or time for performance as a result of a change described in Section 7.1,

Seller must notify Buyer of its request in writing after receiving notice of the change. Seller shall if requested by Buyer provide additional documentation from Seller relating to any change in specifications, price or time for performance. After receiving all requested documentation, Buyer, in consultation with Seller, may equitably adjust the price or time for performance. If Seller does not provide timely notice to Buyer that a requested change may result in a difference in price or time for performance, Buyer's requested change shall not affect the price or time for performance.

7.3 Seller shall not make any change relating to the Services, including without limitation, in the Services' scope, methodologies, personnel, price or schedule, except at Buyer's written instruction or with Buyer's prior written approval.

8. Excusable Delay.

8.1 Any delay or failure of either party to perform its obligations shall be excused only to the extent that the party is unable to perform due to events or occurrences beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, embargoes, prohibitions, imposed by a governmental authority; fires; explosions; natural disasters; riots; wars; sabotage; (collectively "**Excusable Delay**"). However, in no event shall Seller's performance be excused by: (i) the change in cost or availability of resources, components or services based on market conditions, supplier actions or contract disputes; (ii) Seller's financial distress; (iii) Seller's bankruptcy or insolvency of one or more of Seller's suppliers; or (iv) any labor strike or other labor disruption applicable to Seller or to any of its subcontractors or suppliers. Seller, at its expense, shall use its best efforts to mitigate any adverse effects or costs to Buyer due to any actual or potential Excusable Delay.

8.2 Seller shall use its best efforts to avoid an Excusable Delay and/or mitigate the potential effect of an Excusable Delay on Buyer and Buyer's Customer. All costs reasonably associated with the avoidance and/or mitigation of an Excusable Delay including, but not limited to, expedited shipping, logistics, labor, storage, alternative sources, taxes, customs, duties, and other extraordinary costs shall be borne exclusively by the party claiming the Excusable Delay.

8.3 Seller shall immediately give written notice to Buyer of any event or occurrence that threatens to delay or actually delays Seller's performance under the Order. Such notice shall include all relevant information with respect to such threat, including the possible duration and impact of a delay. In addition, Seller shall notify Buyer in writing: (i) of the expiration of any labor contract or collective agreement at least sixty (60) days prior thereto; and (ii) of any actual or threatened labor strike or other labor disruption as soon as Seller becomes aware of such; in each case as may be applicable to Seller or to any of its subcontractors or suppliers that are engaged in manufacturing or providing Services to Seller in connection with Seller's obligations under the Order..

8.4 During any delay or failure to perform by Seller, Buyer may at its option and at Seller's expense: (i) purchase Services from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; or (ii) have Seller provide Goods and Services from other sources in quantities and at a time requested by Buyer and at the price set forth in the Order.

9. Termination.

9.1 Unless otherwise specified in the Framework Agreement or Individual Contract, Buyer may terminate the Order for Cause, without liability to Seller, which shall be effective upon delivery of written notice or upon such other date specified by Buyer in writing. "**Cause**" for termination includes the following actions: (i) Seller breaches any representation, warranty or other term of the Order; (ii) Seller repudiates, breaches or threatens to breach any of the terms of the Order; (iii) Seller fails to deliver, or threatens not to deliver, the Services in accordance with the Order; (iv) Seller fails to meet applicable quality requirements so as to endanger timely and proper performance of the Order; (v) Seller makes an assignment for the benefit of creditors; (vi) proceedings in bankruptcy or insolvency are instituted by or against Seller; (vii) Seller requests accommodations from Buyer, financial or otherwise, in order for Seller to meet its obligations under the Order; (viii) Seller enters or offers to enter into a merger, sale or exchange of stock or other equity interests that would result in a change in control of Seller; or

(ix) at any time in Buyer's sole judgment Seller's financial or other condition or progress on the Order shall be such as to endanger timely performance.

9.2 In the event Buyer elects not to terminate the Order in connection with an event that would constitute Cause for termination, Buyer may make such equitable adjustments in the price, payment terms, sole supply relationship and delivery requirements under the Order as Buyer deems appropriate to address changes in Seller's circumstances, including Seller's continuing ability to perform its obligations regarding warranty, nonconforming Goods and Services or other requirements under the Order, provided that Buyer must provide Seller with notice and details regarding the adjustments.

9.3 Buyer also may, at its option and in its sole and absolute discretion, immediately terminate all or any part of the Order at any time and for any reason upon seven (7) days written notice to Seller. Upon receipt of notice of termination, whether under Section 9.1 above or this Section 9.3, unless otherwise directed by Buyer, Seller shall: (i) promptly terminate all work under the Order on the effective date of termination; (ii) verify and settle any claims by subcontractors for actual costs incurred directly as a result of the termination; (iii) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest; and (iv) upon Buyer's request, fully cooperate with Buyer in transferring the performance of the Services to a different supplier.

9.4 Upon termination by Buyer under Section 9.3, Buyer shall pay only the following without duplication: (i) the Order price for all finished and accepted Goods and Services in the quantities ordered by Buyer; (ii) Seller's reasonable actual cost of work-in-process transferred to Buyer under Section 9.3; (iii) Seller's reasonable actual, documented costs of settling claims regarding its obligations to its subcontractors required under the Order; (iv) Seller's reasonable actual cost of carrying out its obligations under Section 9.3; and (v) if applicable, amounts due under Transition Support under Section 11.

10. Limitation on Buyer's Obligations to Seller for Termination.

BUYER SHALL HAVE NO LIABILITY OR OBLIGATION FOR, AND SHALL NOT BE REQUIRED TO PAY SELLER DIRECTLY OR INDIRECTLY IN RESPECT OF, CLAIMS BY SELLER OR SELLER'S SUBCONTRACTORS, FOR LOSS OF ANTICIPATED PROFIT, FAILURE TO REALIZE ANTICIPATED PRODUCTION VOLUMES, REVENUES OR SAVINGS, UNABSORBED OVERHEAD, INTEREST ON CLAIMS, PRODUCT DEVELOPMENT AND ENGINEERING COSTS, TOOLING, FACILITIES AND EQUIPMENT REARRANGEMENT COSTS OR RENTAL, UNAMORTIZED CAPITAL OR DEPRECIATION COSTS, OR GENERAL ADMINISTRATIVE BURDEN CHARGES RESULTING FROM OR RELATED TO THE TERMINATION OR EXPIRATION OF THE ORDER, EXCEPT AS OTHERWISE EXPRESSLY AGREED IN A SEPARATE ORDER.

11. Transition of Supply.

11.1 In connection with the expiration, cancellation, nonperformance or termination of the Order, (i) Seller shall give Buyer its full and prompt cooperation as set forth herein in transitioning from Seller to Buyer's alternate or new supplier the responsibility for providing and delivering the Services to Buyer. Seller shall continue production and delivery of all the Services as ordered by Buyer, at the prices and in compliance with the terms of the Order, without premium or other condition, during the entire period reasonably needed by Buyer to complete the transition to the alternate or new supplier(s); (ii) at no additional cost to Buyer, Seller shall promptly provide and allow Buyer to access and use Seller's Intellectual Property, Seller's property and Seller's service processes, and other information necessary for a smooth transition; (iv) Seller shall promptly provide all notices deemed by Buyer in its sole and absolute discretion to be necessary or desirable for Buyer to resource the Order to an alternative or new supplier; and (v) if and when requested by Buyer, Seller shall return to Buyer all Buyer's property (collectively, "**Transition Support**").

11.2 If the multi-sourcing or resourcing of the Goods and Services occurs for reasons other than in connection with a termination for Cause or at the request of Seller, Buyer shall, at the end of the transition period, pay Seller's reasonable out of pocket cost of Transition Support as requested, provided that upon Buyer's request, Seller has advised Buyer prior to incurring such amounts of its good faith estimate of such

costs. If the parties disagree on the cost of Transition Support, Buyer shall pay the undisputed portion to Seller and the remaining portion, if any, promptly following the binding determination by an arbitrator that such amount is due to Seller.

12. Insurance.

Unless otherwise specified in the Framework Agreement or Individual Contract, Seller shall maintain and require its subcontractors to maintain, the following insurance coverages: (i) commercial general liability insurance; (ii) comprehensive automobile liability insurance; (iv) workers compensation and employer's liability insurance covering all employees engaged in the performance of this Order for claims arising under any applicable workers' compensation, occupation disease or health and safety laws and or regulations; and (v) such other insurance coverage as may be requested from time to time by Buyer in its sole and absolute discretion. In each case Seller's insurance coverage will name Buyer and its affiliates (as applicable) as loss payee(s) and/or "additional insured(s)" and the coverage will be in such amounts sufficient to cover obligations set forth herein or in such amounts specifically set forth on Buyer's Insurance Addendum which when published, will form part of the Order. Seller's insurance coverage shall be primary and non-contributory with respect to Buyer and its affiliates. In addition, if Seller and/or its subcontractors perform towing services as on hook/cargo liability, Garagekeepers (Direct Primary) needs to be maintained. Seller hereby waives all mechanics' liens and claims, rights of subrogation, and agrees that none shall be filed or maintained against Buyer's premises on account of any Goods and Services and shall cause all its subcontractors, materialmen and suppliers (and subcontractors of such parties) to provide similar waivers and agreements in form satisfactory to Buyer.

If requested by Buyer in writing, Seller shall furnish to Buyer a certificate showing full compliance with the requirements set forth in this Section 12 or certified copies of all insurance policies after the commencement of the Order and then annually thereafter or within ten (10) days of Buyer's written request. The certificate shall provide that Buyer shall receive thirty (30) days prior written notice from the Seller or its insurer of any termination or reduction in the amount or scope of coverage. The existence of insurance shall not release Seller of its obligations or liabilities under the Order.

13. Audit; Plant Inspections.

13.1 Upon reasonable notice to Seller, either Buyer, Buyer's Customers or their respective third-party designees may audit Seller's production facility, Services and any other Buyer property (including all pertinent documents, data, data storage and protection, and other information) related to the Order for the purpose of verifying Seller's costs and its compliance with or its ability to perform its obligations under the Order. Seller shall provide, without additional charge, all reasonable facilities and assistance.

13.2 Upon reasonable notice to Seller, Buyer or a third party designated by Buyer may review the financial condition of Seller and its affiliates relating to Seller's performance under the Order. Seller shall, and shall cause its affiliates to, fully cooperate in any such review and shall promptly provide copies of or access to requested documents, including without limitation financial records and statements, forecasts, business plans, banking contacts and loan documents, and shall make its financial managers available for discussions during reasonable business hours. Buyer and its third-party designee(s), if any, shall keep confidential any nonpublic information about Seller or its affiliates obtained in a financial review and use such information only for purposes of the review, except as needed to enforce the Order.

13.3 Buyer's right to conduct any inspection, audit or review under this Section 13 or otherwise is at its sole and absolute discretion. Buyer shall have no obligation to Seller to conduct any inspection, audit or review under this Section 13 or otherwise and Buyer's decisions as to whether, how and when to conduct any inspection, audit or review shall not modify or relieve Seller of any obligations under the Order, shall not give rise to any liability of Buyer to Seller and shall be without prejudice to any rights or remedies available to Buyer.

14. Intellectual Property.

14.1 **"Intellectual Property"** shall mean and include patents, copyrights, trademarks, trade names, trade dress, trade secrets, copyrights, know-how, concepts, ideas, discoveries, inventions (whether or not patentable), processes, developments, designs, dimensions, tolerances, suggestions, materials, improvements, works of authorship, artwork, software, documentation, intellectual property/proprietary rights, rights in other tangible and intangible assets of a proprietary nature, domain names, company names, and the like. **"Intellectual Property Rights"** means all forms of Intellectual Property protection or proprietary rights available throughout the world, including, without limitation, utility patents, design patents, patent applications, design registrations, utility models, industrial designs, copyrights, trademarks, trade dress, trade secrets, and rights in domain names. **"Background IP"** means a party's Intellectual Property Rights, whether registered or unregistered, under any applicable law that exist prior to the effective date of the Order, are acquired thereafter but independently of the Order, or developed by a party, at any time, without any use, knowledge of, or reference to, the other party's confidential information or other information obtained in connection with the Order, including all updates, improvements, modifications and derivative works thereof.

14.2 Seller warrants that the Services and the sale and/or use thereof (including without limitation before or after incorporation into products during manufacture) are original to Seller and do not and shall not infringe any third-party's Intellectual Property Rights.

14.3 Seller agrees: (i) to defend, hold harmless and indemnify Buyer and its owners, shareholders, affiliates, officers, directors, members, managers, partners, employees, attorneys and agents and any of their respective successors and assigns (each a **"Buyer Indemnified Party"**) against any suit, claim or action for actual or alleged direct or contributory infringement of or inducement to infringe or violate any third party's Intellectual Property or Intellectual Property Rights and against any resulting damages or expenses (including attorney's and other professional fees and expenses, settlements and judgments) arising out of or relating to the manufacture, sale or use of the Services, including cases where the Services or use thereof form only a portion of the claimed instrumentality or conduct; (ii) to waive any claim against any Buyer Indemnified Party, including any hold-harmless or similar claim, in any way related to a third-party claim asserted against such Buyer Indemnified Party for infringement of any Intellectual Property Right, including any claim against Buyer that the infringement arose out of compliance with Buyer's specifications; and (iii) that if the sale or use of the Services is enjoined or, in Buyer's sole and absolute judgment, is likely to be enjoined, Seller shall, at Buyer's election in its sole and absolute discretion and at Seller's sole expense, procure for Buyer the right to continue using the Services, replace the same with equivalent non-infringing goods or modify such Services so they become non-infringing.

14.4 Upon Buyer's request or other written agreement between the parties, Seller shall provide Buyer with any information and data related to Seller's Background IP with regard to the the Services, including as may be necessary for utilization of the License (defined below in Section 14.8). Seller shall promptly inform Buyer of all third-party Intellectual Property claims, limitations, explanations and the provision of any document, file or other information reasonably required by Buyer therefore and any information about the Intellectual Property which is the subject matter of the claims.

14.5 Buyer shall maintain exclusive title, right and interest in and to its products and goods, its Background IP, whether or not incorporated into products, services and/or confidential information of Buyer, but specifically excluding Seller's Background IP or confidential information of Seller. Except as otherwise agreed in a separate written agreement or this Section 14, Seller and its affiliates maintain all title, right and interest in and to its Background IP. For the avoidance of doubt, Seller's Background IP shall include all Intellectual Property Rights relating to the Services that were owned or controlled by Seller or its affiliates prior to any discussions with or Seller's receipt of any materials from Buyer, as evidenced by Seller's written documentation.

14.6 Unless otherwise agreed to by Buyer in a separate written agreement, all Intellectual Property and all other deliverables prepared or developed by Seller in performance of the Order hereunder, and any and all Intellectual Property Rights relating thereto shall be the sole and exclusive property of Buyer, subject to Seller's limited right to use the same pursuant to Section 14.7 below. Seller shall promptly disclose in an acceptable form and assign to Buyer all such Intellectual Property. Seller shall cause its employees to promptly sign any papers necessary

to enable Buyer to file applications for patents throughout the world and to record rights in and to such Intellectual Property. To the extent that the Intellectual Property includes any works of authorship created by or on behalf of Seller, such works shall be considered "works made for hire", and to the extent that such works do not qualify as "works made for hire", Seller hereby assigns to Buyer all right, title, and interest in all copyrights and moral rights therein. Seller shall ensure that the terms of its contracts with its subcontractors and employees are consistent with the terms of this Section.

14.7 Buyer hereby grants to Seller a limited, non-transferable, non-sublicensable, revocable, non-exclusive right to utilize the Buyer's Background IP as provided by Buyer only to the extent necessary for Seller to fulfill its obligations under the Order, and for no other purpose whatsoever. Upon termination or expiration of the Order for any reason, all rights to use Buyer Background IP granted pursuant to this Section 14.7 shall automatically terminate effective as of the date of termination or expiration of the Order.

14.8 Seller hereby grants to Buyer, its subsidiaries and affiliates, and their respective successors and assigns, and Buyer hereby accepts, a non-exclusive, irrevocable, royalty-free, fully paid up worldwide license, including the right to sublicense to others in connection with the Services and any deliverable, including without limitation any deliverables containing Seller's Background IP, provided to Buyer or Buyer's Customer, under: (i) Seller's Background IP and any Intellectual Property Rights owned or controlled by Seller or its affiliates, and relating to the Services, to make, have made, repair, reconstruct, rebuild, relocate, use, sell and import the Goods and Services and any deliverables; and (ii) any works of authorship fixed in any tangible medium of expression (including drawings, prints, manuals and specifications) furnished by Seller, to reproduce, distribute and display such works and to prepare derivative works based thereon, subject to the other provisions of the Order (the "**License**").

15. Confidential and Proprietary Information; Record Retention.

15.1 Any information, data, or knowledge that Buyer may have disclosed or may hereafter disclose to Seller, or to which has been granted access or may hereafter be granted access, in connection with the Order and any and all Goods and Services to be rendered and/or work to be performed pursuant to the Order is and shall be deemed confidential and proprietary information of Buyer. Seller shall not, without authorization in writing from Buyer, communicate or disclose such confidential and proprietary information of Buyer or use such information for any purpose other than to perform its obligations under the Order. Seller agrees to safeguard the confidential and proprietary information of Buyer by using reasonable efforts, consistent with those used in the protection of its own proprietary information of a similar nature, to prevent its disclosure to third parties. Seller agrees to cause its employees, contractors, officers, directors, agents and representatives to be bound by and comply with the foregoing restrictions regarding the use or disclosure of such confidential and proprietary information.

15.2 The restrictions and obligations of Section 15.1 shall not apply to information that: (i) is already publicly known at the time of its disclosure by Buyer; (ii) after disclosure by Buyer becomes publicly known through no fault of Seller; or (iii) Seller can establish by written documentation was properly in its possession prior to disclosure by Buyer or was independently developed by Seller without use of or reference to any of Buyer's information. Notwithstanding anything to the contrary in these POTCs, any confidentiality or non-disclosure agreement between the parties that predates the Order shall remain in effect except as expressly modified by the Order, and to the extent of a conflict between the express terms of such an agreement and this Section, the terms of that agreement shall control.

15.3 All documents containing proprietary information relating to the Goods and Services produced or acquired by Seller in connection with this Agreement shall belong to Buyer. All drawings, know-how, and confidential information supplied to Seller by Buyer and all rights therein shall remain the property of Buyer and shall be kept confidential by Seller.

15.4 Seller agrees not to assert any claim against Buyer or its suppliers with respect to any technical information that Seller has

disclosed or may disclose to Buyer in connection with the Goods and Services covered by the Order, except to the extent the technical information is a trade secret that is identified and expressly covered by a separate written confidentiality and/or license agreement signed by Buyer, or is covered by a valid patent expressly disclosed to Buyer in writing prior to or at the time of the Order.

15.5 Seller shall, within five (5) business days of Buyer's request or the expiration or termination of the Order, return all confidential and proprietary information (including all copies, notes and/or extracts thereof). This Section shall survive termination of the Order.

15.6 Seller shall keep all relevant documents, data and other written information relating in any manner to the Goods and Services for at least three (3) years following: (i) in the case of the Goods and Services, the later of the last delivery of the Goods and Services or the date of the final payment to Seller under the Purchase Order; and (ii) in the case of tooling, the later of the date of completion of any applicable PPAP, the date of submission of any applicable part submission warranty, or the date of final payment. Prior to the destruction of these materials, Seller shall notify Buyer in writing and allow Buyer an opportunity to make copies thereof.

16. Data Protection Terms for Service Providers.

16.1 These terms explain Seller's responsibilities when Seller handles Personal Information provided by Buyer to perform a roadside assistance service. By accepting a service request from Roadside Protect, Seller agrees to follow these requirements. "Customer" is defined as the individual who needs roadside assistance. "Personal Information" is defined as the personal details of the Customer needed to perform the service, which may include their name, phone number, vehicle location, and vehicle information.

16.2 Compliance with Laws. Seller agrees to handle all Personal Information in compliance with all applicable data privacy laws and regulations.

16.3 Handling of Personal Information. Seller agrees to the following requirements: (a) Purpose Limitation: Seller must use the Personal Information only to fulfill the service request Seller has accepted from Buyer. (b) Confidentiality: Seller must treat all Personal Information as strictly confidential. Seller will not share it with any person or company unless it is necessary to complete the job (e.g., telling the dispatcher or driver). (c) Prohibition on Other Uses: Seller is strictly forbidden from using Personal Information for any other purpose. This includes, but is not limited to: (i) Selling, renting, or sharing the information with third parties; (ii) Using it for Seller's own purposes, such as marketing or advertising; (iii) Adding it to any permanent database not directly related to the active service call; (iv) Combining or mixing it with information from another source, including Seller's information or that of another person or company, unless necessary to fulfill the service request.

16.4 Data Security. Seller must take commercially reasonable and appropriate steps to protect Personal Information from being lost, stolen, or accessed by unauthorized individuals. This includes both physical and digital security.

16.5 Data Deletion. Seller must securely delete or destroy all Personal Information from Seller's systems and records as soon as the service is completed and payment is settled. All Personal Information must be securely deleted or destroyed within 30 days of termination or expiration of this contractual relationship. Upon request, Seller must provide Buyer with written verification of such deletion or destruction within 2 weeks of the initial request.

16.6 Subcontracting. Seller may not subcontract a service request or share Personal Information with another provider without first obtaining Buyer's explicit permission. If permission is granted, Seller is responsible for ensuring the subcontractor also abides by these terms.

16.7 Data Breach Notification. If Seller knows or suspects that Personal Information has been lost, stolen, or accessed by an unauthorized person (a "Data Breach"), you must: (a) Notify Buyer Immediately: Inform Buyer of the Data Breach without delay, and no later than 24 hours after Seller becomes aware of it; (b) Cooperate Fully: Provide Buyer with all relevant information about the incident and cooperate with Buyer to investigate and resolve the situation.

16.8 Compliance and Audit. Buyer has the right to verify that Seller is following these terms, including through an audit by Buyer's third party contractor. Upon Buyer's request, Seller agrees to provide all relevant information or records that show how Seller is protecting Personal Information. If Buyer identifies any failure to comply with these terms,

Seller must take immediate steps to correct the issue to Buyer's satisfaction.

16.9 Consequences of a Breach. A breach of these terms includes any failure to meet Seller's obligations as described above. In the event of a breach, Buyer reserves the right to take the following actions: (a) Immediate Termination: Buyer may immediately terminate the business relationship with Seller and cease sending Seller service requests; (b) Financial Responsibility: Seller will be held financially responsible for any direct costs Buyer incurs as a result of Seller's breach, including but not limited to regulatory fines or the costs of notifying affected customers.

16.10 Special Requirements for Quebec. In compliance with Quebec's privacy laws, the following requirements apply: (a) Data Residency. If a Customer is located in Quebec, Seller must not store, process, or transfer Customer's Personal Information outside of the province of Quebec; (b) Privacy Assessments: Seller agrees to provide Buyer with reasonable assistance and information if Buyer needs to conduct a privacy assessment related to the services Seller provides in Quebec.

17. Setoff.

In addition to any right of setoff or recoupment permitted by law, all amounts due to Seller shall be considered net of indebtedness or obligations of Seller to Buyer. Buyer may set off against or recoup from any amounts due or to become due to Seller, any amounts due to Buyer however and whenever arising. If an obligation of Seller to Buyer is disputed, contingent or unliquidated, Buyer may defer payment of all or a portion of the amount due to Seller until such obligation is resolved in accordance with Section 25. Further, in the event Buyer reasonably feels itself at risk, Buyer may in its sole and absolute discretion withhold and recoup a corresponding amount due to Seller to protect against such risk. For purposes of this Section only, the terms "Buyer" and "Seller" shall include their parent companies, subsidiaries, brother/sister companies and affiliates.

18. Social Responsibility and Protection of the Environment.

18.1 Seller shall comply with all laws and regulations regarding environmental protection and to work on reducing the adverse effects of its activities on human beings and the environment. In this respect Seller shall set up and further develop a management system in accordance with ISO 14001 wherever possible. In the event Buyer is required by law or otherwise or Buyer's Customer requires Buyer and its suppliers to participate in any human rights, social responsibility, energy saving (or green initiative) or other environmental protection program, Seller shall fully comply and assist Buyer, at Seller's cost and expense, with Seller's participation in such program as Buyer directs, including, but not limited to providing Buyer with certification of such participation

18.2 Seller warrants that neither it nor any of the subcontractors associated with the Services shall utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in human trafficking, abusive employment or corrupt business practices, in the supply of the Services or provision of the Services under these POTCs. At Buyer's request, Seller shall certify in writing its compliance with the foregoing.

18.3 Seller shall comply with the principles of the U.N. Global Compact Initiative relating to the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination when personnel is engaged and employed, the responsibility for the environment and the prevention of corruption. Further information on the UN Global Compact Initiative is available at: www.unglobalcompact.org.

19. Compliance With Laws; Ethics.

19.1 Seller warrants that Seller, and all Services furnished by Seller under the Order shall comply with all applicable local, state, federal and all other applicable laws, ordinances and regulations, including those concerned with data privacy, data security, labor, environment and safety, as those laws, ordinances and regulations are amended from time to time. This includes, but is not limited to, Seller's obligations to fully and unconditionally comply with the terms, conditions and requirements of The United States-Mexico-Canada Agreement ("USMCA") and all rules of origin. Seller shall provide all permits, certificates, licenses, insurance approvals and inspections which may be required for the performance of the

Order.

19.2 Seller also warrants that all Services furnished by Seller in performance of the Order shall comply fully with the Occupational Safety and Health Act of 1970 (as amended from time to time) and State plans approved under this Act; the Toxic Substances Control Act (as amended from time to time); and the regulations promulgated under both Acts, to the extent applicable to such equipment and in addition to any other rights or remedies which Buyer may have. Seller also warrants all Services fully comply with all federal and state environmental regulations including, without limitation, state laws regulating the amount of mercury. Seller shall promptly notify Buyer in the event that any environmental factors associated with Seller's Services, products and/or processes may adversely impact Buyer or its employees, either directly or indirectly. Such impacts may involve, but are not limited to, direct exposure to toxic substances in Seller's Services, products and/or processes, and/or negative publicity or litigation arising from Seller's use of endangered species or other environmentally sensitive materials.

19.3 Buyer serves from time to time as a contractor and/or a subcontractor concerning contracts to supply to the United States government, including the supply of "commercial items" as defined in FAR 52-202-1. In those cases, Seller shall comply with the federal laws, regulations, and rules applicable to subcontractors of government contractors, including but not limited to those relating to equal employment opportunity and affirmative action in the employment of minorities, women, the handicapped, and certain veterans, and contracting with women-owned or small and disadvantaged business concerns, which includes, but is not limited to, the following FAR clauses: FAR 52.203-13, 52.203-15, 52.219-8, 52.222-21, 52.222-26, 52.222-35, 52.222-36, 52.222-37, 52.222-40, 52.222-50, 52.222-55, 52.225-26, 52.232-40, 52.247-64 ("Commercial Item FAR Clauses"). Seller agrees to flow-down all applicable FAR and supplementary clauses, including but not limited to the Commercial Item FAR Clauses, to any lower-tier subcontractors working pursuant to this Order. Where necessary, to make the language of the FAR clauses applicable to the Order, the term "Contractor" shall mean "Seller", "Supplier", "Vendor" or "Subcontractor" as appropriate, and the term "Contract" shall mean the "Order" or "Subcontract" as appropriate, and the terms "Government", "Covered Entity", "Contracting Officer", and equivalent terms and phrases shall mean "Buyer" or "Roadside Protect Inc.". Where applicable, Seller certifies that it maintains no segregated employee facilities in compliance with applicable law, and that it is not debarred from being awarded federal or federally assisted contracts.

19.4 Seller and/or any agent or representative of Seller, may not offer or give any gratuities, in the form of entertainment, gifts, or otherwise to any officer or employee of Buyer with a view toward securing any Order or securing favorable treatment with respect to the awarding, amending or making of any determinations with respect to the performance of the Order or future Orders.

19.5 Seller shall promptly notify Buyer if Seller has provided information to any Government agency (including agencies of foreign governments) regarding the Services, including information provided to the U.S. Government in accordance with the reporting requirements of U.S. law (as amended from time to time), including, but not limited to, Defect and Noncompliance Reporting, and Reporting of Information and Communications About Potential Defects. This notification shall include the following information: the date the notification was provided to a Government, the affected Services (or components of the Services, as applicable), and the report type (e.g., for reporting to the U.S. Government, an Early Warning Report or Noncompliance Report). Seller shall also promptly notify Buyer if Seller has provided information to a governmental agency regarding goods of a comparable or derivative nature to the Services including information provided to the U.S. Government.

19.6 Seller shall notify Buyer of any change in laws applicable to the Services and must identify the impact of such changes on Seller's performance and Buyer's receipt of such Services. Seller shall promptly develop and, with Buyer's approval, implement with respect to the affected Services any modifications that are necessary as a result such change in law. Seller shall be responsible for any fines or penalties imposed on Seller or Buyer resulting from any failure by Seller or its agents, subcontractors or third part suppliers to comply with applicable laws or respond in a timely manner to changes in such laws.

19.7 Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other

professional fees) arising from or relating to Seller's noncompliance with this Section 19

20. Buyer's Limited Liability to Seller.

Buyer's sole liability under the Order (including its termination, expiration or cancellation) is to pay for the Services in accordance with Section 3 and to pay the specific termination related amounts described in Section 9.4. **IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO COMPENSATORY, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (AS OPPOSED TO COMPENSATORY) DAMAGES, LOST PROFITS OR OTHER DAMAGES DIRECTLY OR INDIRECTLY RELATED TO PROFITS, OR LIABILITIES OF ANY KIND IN CONNECTION WITH THE ORDER, WHETHER FOR BREACH OF CONTRACT, TORT LIABILITY, LATE PAYMENT, PROPERTY DAMAGE, PERSONAL INJURY, ILLNESS, OR DEATH OR OTHERWISE.**

21. Assignment.

21.1 Seller may not, without Buyer's prior written consent: (i) assign or delegate (including without limitation by subcontract) its obligations under the Order; or (ii) enter or offer to enter into a transaction that includes a sale of a substantial portion of its assets used for the provision of the Services for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change of control of Seller. In the event of any approved assignment (including without limitation subcontract), sale or delegation authorized by Buyer, Seller shall retain all responsibility for the Services, including all related warranties and claims, unless otherwise expressly agreed in writing by Buyer.

21.2 With Buyer's prior written consent, Seller may make an assignment of receivables due or to become due to a single financial institution; provided, however, that any such assignment shall be subject to set-off (see Section 17 above) or other method of enforcing any claims that Buyer may have under the Order.

21.3 Buyer shall have the right to assign any benefit or duty under the Order to any third party upon notice to Seller with or without Seller's consent.

22. No Publicity.

Seller shall not advertise, publish or disclose to any third party (other than to Seller's professional advisors on a confidential and need-to-know basis) in any manner the fact that Seller has contracted to furnish Buyer the Services covered by the Order or any terms of the Order (including prices), or use any trademarks or trade names of Buyer in any press release, advertising or promotional materials, without first obtaining Buyer's written consent.

23. Relationship of the Parties.

Seller and Buyer are independent contracting parties and nothing in the Order shall make either party the employee, agent or legal representative of the other for any purpose. The Order shall not grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Seller shall be solely responsible for all employment and income taxes, and statutory deductions and withholdings, insurance premiums, charges and other expenses it incurs in connection with its performance of the Order, except as expressly provided in a written agreement signed by Buyer. All employees and agents of Seller or its respective contractors are employees or agents solely of Seller or such contractors, and not of Buyer, and are not entitled to employee benefits or other rights accorded to Buyer's employees. Buyer is not responsible for any obligation with respect to employees or agents of Seller or its contractors.

24. Conflict of Interest.

Seller represents and warrants that its performance of the Order shall not in any way conflict with any continuing interests or obligations of Seller or its employees or contractors. Seller further warrants that while the Order is in effect, Seller and those of its employees and contractors participating in the performance of the Order shall refrain from any activities which could reasonably be expected to present a conflict of interest with respect to Seller's relationship with Buyer or its performance of the Order.

25. Governing Law; Dispute Resolution.

25.1 Any and all disputes, controversies, differences, or claims arising out of or relating to the Order (including the formation, existence, validity, interpretation (including of this Section 23), breach or termination thereof) or the Services shall be resolved through binding arbitration, except that either party shall have the right at its option, to seek interim injunctive relief at any time, under seal to maintain confidentiality to the extent permitted by law, (i) in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan, (or (ii) pursuant to the American Arbitration Association Commercial Arbitration Rules. A request by a party to a court of competent jurisdiction for such interim measures shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate. The parties agree that any ruling by the arbitration tribunal on interim measures shall be deemed to be final for purposes of enforcement of the interim measures. The arbitration proceedings shall be conducted before a panel of three arbitrators (one appointed by each party and the neutral appointed by the other two arbitrators, but if the arbitrators appointed by the parties are unable to agree upon the third, the third arbitrator shall be selected by the AAA) in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as amended from time to time, and shall be governed by the *United States Federal Arbitration Act* and this Section 23. The arbitration shall be conducted in Detroit, Michigan, USA, and the language of the arbitration shall be English. The arbitrators' award shall be final and binding. The arbitrators shall issue a written opinion setting forth the basis for the arbitrators' decision. The written opinion may be issued separately from the award, in the arbitrators' discretion. Each party shall bear its own attorney fees and costs, and each party shall bear one half the cost of the arbitration hearing fees and the cost of the arbitrators, unless the arbitrators find the claims or defenses to have been frivolous or harassing, in which case fees and costs may be assessed in the arbitrators' discretion. While arbitration proceedings are pending, the parties shall continue to perform their obligations under the Order without setoff for any matters being contested in the arbitration proceedings. The arbitrators shall have no authority to award punitive damages against Buyer or any other damages excluded herein, to the greatest extent permitted by law. Except as may be required by law, neither a party, its counsel, the American Arbitration Association, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

25.2 Venue for confirmation of or any challenge to the Arbitration Award shall be in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan and shall be done under seal to maintain confidentiality to the greatest extent permitted by law.

25.3 The Order, including these POTCS, shall be construed and governed in accordance with the laws of the State of Michigan except for its choice of law rules. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any conflict-of-law's provisions that would require application of another choice of law, are excluded.

25.4 Neither course of performance, course of dealing or usage of trade may be used to vary the terms of the Order.

26. Services Discontinuation.

If Seller intends to discontinue any Services that Buyer has purchased from Seller within the preceding twenty-four (24) months, Seller shall notify Buyer in writing twelve (12) months prior to intended discontinuation.

Buyer is permitted to place a reasonable last-time order for its residual requirements within the twelve (12), and Seller is obligated to fulfill such order.

27. No Waiver.

Buyer's failure to insist on the performance by Seller of any term or failure to exercise any right or remedy reserved in the Order, or Buyer's waiver of any breach or default hereunder by Seller shall not, thereafter, waive any other terms, conditions, rights, remedies, breaches or defaults, whether of the same or a similar type or not.

28. Severability.

If any provision of the Order, or portion of any provision, is declared or found to be unenforceable, the balance of the Order or such provision shall be interpreted and enforced to the greatest extent possible as if the

unenforceable provision or portion had never been a part hereof.

29. Survival.

The obligations of Seller to Buyer survive termination of the Order, except as otherwise provided in the Order.

30. Notices.

30.1 A written notice is used by the parties to provide a required notice or instructions to each other, or to authorize an exception, deviation or waiver of a pre-existing obligation or requirement under the Order. A written notice is also used by either party to provide any notice to the other party that is required to be in writing. In the case of Buyer, any written notice is valid only if signed by a representative of Buyer's purchasing activity. A written notice may be signed manually or electronically.

30.2 A written notice may be provided by: (i) first class mail; (ii) courier service; (iii) fax; or (iv) standard e-mail. A written notice using method (i) or (ii) is effective as of the date of delivery and using method (iii) or (iv) is effective as of the date of transmission.

31. Interpretation.

No provision may be construed against Buyer as the drafting party. Section headings are for convenience or reference only, and do not affect the meaning of the Order.

32. Entire Agreement; Modifications; Buyer's Website.

32.1 The Order is the entire agreement between the parties respecting the Services and supersedes any prior agreements, negotiations or understandings of the parties respecting the Services, whether written or oral. These POTCs may only be modified by: (i) a written amendment executed by authorized representatives of each party; or (ii) by Buyer (a) for changes within the scope of Section 7, by an amendment to the Order issued by Buyer or (b) from time to time by posting revised POTCs to Buyer's Website. Such revised POTCs shall apply to all purchase order revisions/amendments and new Orders issued on or after the effective date thereof. Seller shall be responsible to review Buyer's Website periodically.

32.2 Buyer's Website may also contain specific additional requirements for certain items covered by the Order, including labeling, packaging, shipping, delivery and quality specifications, procedures, directions and/or instructions. Any such requirements shall be deemed to form part of the terms and the Order. Buyer may periodically update such requirements by posting revisions thereto on Buyer's Website. In the event of any inconsistency between the Order and Buyer's Website, the terms of the Order shall prevail, unless the requirements specified on Buyer's Website expressly provide otherwise.

32.3 Seller represents and warrants that there is no outstanding litigation, arbitrated matter or other dispute to which Seller is a party which, if decided unfavorably to Seller, would reasonably be expected to have a material adverse effect on Buyer's or Seller's ability to fulfill its respective obligations under this Agreement.

32.4 Seller covenants that each express representation and warranty of Seller in this Agreement shall remain true and correct during the term and any extension thereof. To the extent that Seller becomes aware that any such representation or warranty becomes untrue in any material respect during the term, Seller shall notify Buyer of the facts and circumstances surrounding such situation.

32.5 Buyer has instituted a process by which the Order and any corresponding agreements may be executed using an electronic signature (hereinafter referred to as "E-Signature"). As a condition of Buyer's acceptance of any E-Signature, Seller acknowledges and agrees that: any E-Signature is the legal equivalent of Seller's manual signature; Seller is legally bound by the terms and conditions bearing Seller's E-Signature; the Order and/or agreement will be electronically executed by authorized signers of the Seller. Seller shall indemnify and hold Buyer harmless from and against any damages, losses or claims that arise out of the E-Signature contemplated hereby.