

Mobility Ventures LLC
Terms and Conditions for Purchase
of
Services

1. Acceptance Entire Agreement – Acceptance – Conflict in Terms.

1.1 Entire Agreement. The purchase order (“Purchase Order”) that incorporates these Terms and Conditions for Purchase of Services (“Terms and Conditions”), these Terms and Conditions, and any statement of work, statement of performance, requirement, or specification (“Statement of Work”) attached to or incorporated by reference in the Purchase Order, establish and constitute the complete and exclusive agreement between Mobility Ventures LLC (“Purchaser”) and the vendor listed on the Purchase Order (“Contractor”) with respect to the Services, Materials, and Work Product (as those terms are defined below) (together, “Deliverables”) described therein. Such agreement is referred to in these Terms and Conditions as the “Order.”

1.2 Acceptance. Acceptance of an Order is strictly limited to the Purchase Order, these Terms and Conditions, and the Statement of Work. Unless Purchaser specifically agrees in writing, Purchaser objects to, rejects, and will not bound by, any term or condition proposed by Contractor that differs from or adds to the Order, and any such proposed terms or conditions are null and void. Contractor’s commencement of performance or acknowledgement of the Order in any manner constitutes an unequivocal acceptance of the Order. Unless Purchaser otherwise agrees in writing, the Order will not give rise to any obligation of Purchaser to place with Contractor any orders for continued performance, in particular orders for the serial provision of Deliverables, in addition to the performances specified in the Order.

1.3 Conflict in Terms. If there is conflict between the Purchase Order, these Terms and Conditions, or the Statement of Work, the terms of the Purchase Order (excluding these Terms and Conditions and any Statement of Work attached to or incorporated by reference in the Purchase Order) control. These Terms and Conditions control over any document other than the Purchase Order, including, without limitation, any Statement of Work attached to or incorporated by reference in the Purchase Order. The Statement of Work controls over any document other than the Purchase Order and these Terms and Conditions and any technical specifications control over any drawings.

2. Scope of Performance; Deliverables.

2.1 Services. Contractor must furnish to Purchaser the services described in the Order (“Services”). Unless otherwise specified in the Order, the Services include all labor, supervision, and other work necessary to satisfy the terms of the Order. Contractor will execute the work so as to require minimal shut-downs, if any, of Purchaser's operations, any such shut-downs to be scheduled, upon advance written notice of necessity by Contractor, by Purchaser. Contractor must, at all times, keep the premises free from accumulations of waste material and rubbish resulting from its operations and, upon completion, it must remove all surplus materials and leave the premises broom clean. During the progress of the work, Contractor must take every precaution against the possibility of fire and any other hazard to persons or property and comply with all safety regulations and instructions of Purchaser. Contractor will not permit any attachment, levy or lien arising out of work to be performed hereunder to be imposed upon Purchaser's property.

2.2 Materials. Contractor must furnish to Purchaser all materials, supplies, tools, and equipment necessary to perform the Services and that are specified in the Order (“Materials”). All such Materials must conform to the requirements of the Order, be suitable for the purpose intended, and be new unless otherwise specified in the Order.

2.3 Work Product. Contractor must furnish to Purchaser all concepts, documents, reports, ideas, designs, drafts, models, samples and any other results produced in connection with Contractor's performance described or referenced in the Order and contained on any media whatsoever ("Work Product").

2.4 Acceptance of Deliverables. All Deliverables must conform, in all respects, to the performance criteria and other requirements set forth in the Order and are subject to acceptance by Purchaser. Purchaser is not required to accept any Deliverable that does not conform, in all respects, with the performance criteria and other requirements set forth in the Order. Contractor must notify Purchaser in writing of the completion and provision of the Deliverables. Notwithstanding any payment or prior test or inspection, Purchaser will have a reasonable time after receipt of such notice to inspect and test the Deliverables. No inspection, test, delay, acceptance, failure to inspect or test, or failure to discover any defect or other nonconformity will relieve Contractor of any of its obligations under the Order or impair any rights or remedies of Purchaser or Purchaser's customers.

2.5 Amendments. Purchaser may unilaterally make amendments to or modifications of the Order ("Amendments"), and such Amendments will apply to the Deliverables. If the Amendments require Contractor to perform substantial additional work, Contractor will nonetheless accept Purchaser's amended Order and provide the Deliverables requested, and furnish proof of additional expenses sufficient to substantiate Contractor's incurrence of the additional expenses, in form and content acceptable to Purchaser, within 15 days of receiving the Amendments. If acceptable proof is submitted, the Order will be adjusted by Purchaser to account for the reasonable additional expenses to be incurred due to the Amendments.

2.6 Management of Performance. Contractor must perform under the Order, using its best skills, know-how, experience and attention, and Contractor is solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work necessary to complete the Order. The direction and supervision of Contractor's and any permitted subcontractor's employees rest exclusively with Contractor. Contractor must provide Purchaser with periodic reports of Contractor's performance under the Order and respond within a reasonable period to time (and in no event more than 48 hours) to any and all inquiries from Purchaser regarding the progress of Contractor's performance under the Order.

2.7 Documents, Standards. Unless otherwise agreed in the Order, Contractor must produce and maintain all drawings, data and other development and documentation records in accordance with the requirements, procedures and guidelines issued by Purchaser.

2.8 Best Efforts. Contractor must use best efforts, employ the latest state of the art technology, draw on its own know-how and experience, and comply with all applicable statutory and regulatory provisions in rendering the Deliverables to Purchaser.

2.9 Stop Work Order. Purchaser may, from time to time, require Contractor to stop all or any portion of the work called for by the Order ("Stop Work Order") for a period of up to sixty (60) days ("Stop Work Period") per occurrence. Upon receipt of a written Stop Work Order from Purchaser, Contractor will immediately comply with its terms at no charge. Within the Stop Work Period, Purchaser will either: (i) cancel the Stop Work Order and Contractor will resume work; or (ii) terminate the work covered by the Stop Work Order.

3. Price and Payment.

3.1 Fees and Expenses. As consideration for the Deliverables provided by Contractor and accepted by Purchaser, and the rights and licenses granted under the Order, Purchaser agrees to pay the Contractor the fees set forth in the Order. All payments to Contractor will be in United States Dollars unless otherwise specified by Purchaser. Contractor must submit an invoice for each payment due that includes a description of and date upon which the Deliverables were rendered to Purchaser and a description of and date upon which Purchaser-directed or approved expenses were incurred. Purchaser will pay each invoice within sixty (60) days after the later of Purchaser's (a) receipt of a complete and accurate invoice or (b) acceptance by Purchaser of the Deliverables pursuant to Section 2.3 of these Terms and Conditions; provided, however, that prior to payment, Contractor will deliver to Purchaser, if requested: (i) a release of all liens arising out of the Order or receipts in full covering all labor and materials for which a lien could be filed or a bond satisfactory to Purchaser indemnifying it against such liens; and (ii) a release discharging Purchaser, its successors and assigns, officers, employees and agents of and from all liabilities, obligations and claims arising under or by virtue of the Order. Purchaser may withhold payment

of the invoice until such time as Contractor delivers to Purchaser the documentation referenced in the immediately preceding sentence. Purchaser will have no liability for any expenses or costs incurred by Contractor not specifically authorized in, and invoiced in accordance with, the Order. If the Order is issued on a cost-reimbursable basis, Contractor will avail itself, for the benefit of Purchaser, of all refunds, rebates, credits, trade discounts, prompt payment discounts and insurance premium dividends that may be obtained.

Purchaser's failure to make timely payment, or to make payment in the manner preferred by Contractor, will not excuse Contractor from delivering any outstanding Deliverables.

3.2 Taxes. Subject to Section 2.4, Purchaser will pay Contractor the price stated in the Order and no more. Unless otherwise specified in the Order, the price includes, and the Contractor is liable for and will pay, any federal, state, municipal, income, or other governmental excise, sales, value-added, or use taxes now in force or enacted in the future.

3.3 Setoff; Retention; Withholding. In addition to any right of setoff or recoupment provided by applicable law, all amounts due Contractor will be considered net of indebtedness of Contractor and/or its affiliates/subsidiaries to Purchaser and/or its affiliates/subsidiaries and Purchaser may deduct any amounts due or to become due from Contractor and/or its affiliates/subsidiaries to Purchaser and/or its affiliates/subsidiaries from any sums due or to become due from Purchaser and/or its affiliates/subsidiaries. If an obligation of Contractor is disputed, contingent, or unliquidated, Purchaser may defer payment of all or any portion of an amount due until such dispute or contingency is resolved or the obligation is liquidated. In the event of Contractor's bankruptcy, if all Orders between Purchaser and Contractor have not been assumed (under applicable bankruptcy law), then Purchaser may withhold payment to Contractor for Deliverables previously delivered or performed (via administrative hold or otherwise) until the risk of potential rejection and other damages is eliminated.

4. Proprietary and Confidential Information.

4.1 Existing PIA Governs. If a proprietary information, mutual confidentiality, or non-disclosure agreement ("PIA") exists between Purchaser and Contractor covering the Deliverables or the Order, the term of such PIA is hereby extended to be co-terminus with the Order, and such PIA is incorporated into and forms a part of the Order and governs the use and disclosure of Proprietary Information hereunder.

4.2 No PIA. In the event that no PIA covering the Deliverables or the Order exists between Purchaser and Contractor, the following terms apply:

a. *Definition of Proprietary Information.* "Proprietary Information" is any information that has value to Purchaser and is not generally known to its competitors, including but not limited to all of Purchaser's trade secrets, designs, specifications, ideas, know-how, concepts, plans, formulas, patterns, devices, software, drawings, machinery and equipment, processes, procedures, methods, applications, technologies, financial information, customer information (including identity, specific needs and any of such customer's information possessed by Purchaser) or any compilation or combination of the foregoing that is disclosed to Contractor and marked as confidential or proprietary. Any information that is transmitted orally will be considered to be Proprietary Information, provided that notice is subsequently provided in writing of its confidential or proprietary nature by Purchaser and transmitted to Contractor within ten (10) days of such oral transmission. During such initial ten (10) day period, such information will be treated as Proprietary Information.

b. *Disclosure of Proprietary Information.* Contractor must not directly or indirectly reproduce, disclose, divulge, disseminate, publish, reveal, or otherwise make known to any third party any Proprietary Information that is now or in the future disclosed by Purchaser to Contractor or with which Contractor otherwise comes into contact during performance under the Order, unless Purchaser otherwise specifically permits in writing.

c. *Use of Proprietary Information.* Contractor must not use Proprietary Information for any purposes other than performance under the Order, unless Purchaser otherwise specifically permits in writing, and must only disclose Proprietary Information received hereunder to its employees with a specific need to know in order for Contractor to provide the Deliverables to Purchaser under the Order.

d. *Ownership of Proprietary Information.* All Proprietary Information of Purchaser that is disclosed to Contractor or with which Contractor otherwise comes into contact remains the property of Purchaser, and any Proprietary Information that is in writing, on a computer disk, or in any other form capable of being returned, must be returned to Purchaser or destroyed (with certification of destruction for all copies provided in writing) immediately upon Purchaser's written request.

e. *Protection of Proprietary Information.* Contractor will not use less than the degree of care used to prevent disclosure of its own proprietary and confidential information to prevent disclosure of Proprietary Information. In no event, however, will Contractor use less than a reasonable degree of care. Contractor will take all actions reasonably necessary to assure that its employees who have access to Proprietary Information comply with Contractor's obligations under the Order.

f. *Contractor Information.* Information furnished or to be furnished to Purchaser by Contractor, its agents, or subcontractors pursuant to the Order, including, but not limited to, technical information, drawings, and data, are not deemed submitted in confidence unless Purchaser otherwise specifically agrees in writing. Any restrictive markings affixed upon any such information furnished to Purchaser by Contractor is not of force or effect, and may be modified, removed, or ignored by Purchaser without incurring any liability to Contractor, and the information may be used by Purchaser in any way in the conduct of its business.

g. *Ownership, Use and Return of Other Information.* All information, records, documents, files, data, and other items relating to the business of Purchaser or its customers, whether prepared by Contractor or otherwise, coming into Contractor's possession in connection with performance under the Order or otherwise, including, without limitation, Proprietary Information, will remain the exclusive property of Purchaser, or its customers, as appropriate, and will not be removed from the premises of Purchaser or its customers' sites under any circumstances without the prior written consent of Purchaser, except when appropriate in the ordinary course of business during Contractor's performance under the Order.

5. Representations and Warranties.

In addition to the express covenants, representations, and warranties contained elsewhere in the Order, as a condition precedent to the obligations of Purchaser, including, without limitation, payment, Contractor makes the following covenants, representations and warranties as of the date of the Order and until the completion and delivery of all Deliverables:

5.1 Authority. Contractor has the right, power, and legal capacity and authority to enter into, execute and perform its obligations under the Order without obligation to obtain consent from any third party.

5.2 No Violation. Delivery of the Deliverables does not and will not constitute any default or event that, with notice or lapse of time, or both, would be a default, breach or violation of the instruments, contracts, orders, laws, or regulations by which the Contractor is bound.

5.3 No Infringement. To the extent Deliverables would otherwise infringe, dilute, misappropriate or violate any copyright, patent, trademark or other proprietary rights of any third party, or contain a trade secret of any third party, Contractor has the right to make, use, sell, offer to sell, copy and otherwise provide such Deliverables to and for the benefit of Purchaser in accordance with the Order.

5.4 Workmanship. The Services will be performed by competent personnel in a professional, efficient, good and workmanlike manner, all Deliverables will meet or exceed the highest professional standards and quality criteria, and will be in compliance with prevailing industry standards and in accordance with the terms of the Order. The Deliverables will meet the requirements set forth in the Order.

5.5 Compliance. Contractor is and will remain in compliance with all applicable laws, statutes, decrees, regulations, guidelines and policies. Without limiting the foregoing:

a. Contractor has or will obtain all governmental permits, license and approvals and satisfy all formalities which may be necessary to perform Contractor's obligations under the Order.

b. Neither Contractor, nor any person or entity owning or controlling Contractor, nor any person employed or retained by Contractor in the performance of the Order, is identified on the list of Specially Designated Nationals maintained by the United States Department of the Treasury or the Table of Denial Orders maintained by the United States Department of Commerce or any other U.S. Government list of prohibited, denied or debarred parties.

c. Contractor complies and will comply with the anti-corruption provisions of the United States Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-1, *et seq.*, and its implementing regulations (collectively, the “FCPA”), the U.K. Bribery Act of 2010, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and the United Nations Convention Against Corruption.

d. Contractor complies and will comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, the International Traffic in Arms Regulation, 22 C.F.R. 120 *et seq.*, the International Emergency Economic Powers Act, 50 U.S.C. 1701 *et seq.*, the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, including the requirement for obtaining any export license or agreement, if applicable.

5.6 Premises. Contractor is familiar with the premises, nature of the work, and conditions relating to performance of the work, and that the compensation specified herein is based on an independent examination of the site and Contractor will make no claim for additional compensation if conditions encountered differ from those anticipated by the Contractor.

6. Intellectual Property.

6.1 Definition. “Intellectual Property” means, collectively, all current and future: concepts; trade secrets; works of authorship; copyright and trademark registrations and applications therefore; moral rights; patents (including re-issuances, continuations, continuations-in-part, revisions, extensions, and re-examinations thereof); patent applications; registered and unregistered inventions; discoveries; improvements, data and databases; formulas; compositions; methods; procedures, manufacturing and production processes and technique; utility models; industrial designs; know-how; mask works; proprietary information; and all intellectual property or other industrial property rights under the laws of the United States or any other State, country, or jurisdiction.

6.2 Purchaser Intellectual Property. Purchaser retains all right, title and interest in and to its Intellectual Property existing as of the date of the Order, all Foreground Intellectual Property as defined in Section 6.4 below, and any Intellectual Property developed by Purchaser independent of Contractor (collectively, “Purchaser Intellectual Property”). To the extent that Purchaser’s Intellectual Property is required by Contractor to perform the Services and deliver the Work Product, Purchaser agrees to grant, and hereby grants to Contractor, a limited license to use such Purchaser Intellectual Property solely during the period of performance, solely for the performance of work under the Order, and solely for Purchaser’s benefit. Any such license extinguishes upon the earlier to occur of (i) delivery of the last Deliverable called for in the Order, (ii) termination of the Order under Section 14, or (iii) upon written notice from Purchaser.

6.3 Contractor Intellectual Property. Contractor retains all right, title and interest in and to its Intellectual Property existing as of the date of the Order or any Intellectual Property developed by Contractor that does not arise out of or relate to the Order (collectively, “Contractor Intellectual Property”). To the extent that Contractor Intellectual Property is reasonably required by Purchaser to fully exploit any Services, Deliverables, or Work Product, Contractor hereby grants to Purchaser, a fully paid-up, perpetual, irrevocable, royalty-free, assignable, worldwide right and license, with the right to sublicense, to such Intellectual Property pursuant to Section 7.

6.4 Foreground Intellectual Property. All Intellectual Property conceived or actually or constructively reduced to practice or delivered by Contractor, alone or with others, while the Order is in effect, or within one year thereafter, which arises out of or relates to the Services, Deliverables or modifications, improvements or enhancements thereto (the “Foreground Intellectual Property”) are and will be owned exclusively by Purchaser. Contractor hereby grants, conveys and assigns, and agrees to grant, convey and assign to Purchaser all right, title and interest in and to the Foreground Intellectual Property throughout the world, including, without limitation, (i) the

right to make, reproduce, modify, produce derivative works based on, translate, publish, sell, offer to sell, use and dispose of the Foreground Intellectual Property, and to authorize others to do so; and (ii) the right to apply for and obtain patents, trademark registrations and copyright registrations for Foreground Intellectual Property and to own, use, and disclose any trade secrets included within Foreground Intellectual Property. Contractor further agrees, upon request of Purchaser, to execute all papers necessary or useful for, and to cooperate to the fullest degree with Purchaser, in securing, maintaining and enforcing any such patents, trademarks, copyrights and trade secrets and in recording Purchaser's title thereto, throughout the world. It is understood, however, that these obligations undertaken by Contractor will be at no expense to Purchaser. Further, Contractor hereby appoints Purchaser as its attorney-in-fact to accomplish the foregoing. Contractor agrees that Foreground Intellectual Property will be considered "work made for hire" as defined in Section 7.2 to the fullest extent permissible by law. Contractor and Contractor's agents and subcontractors must promptly disclose all Foreground Intellectual Property to Purchaser.

7. Rights and Ownership of Deliverables.

7.1 Disclosure of Work Product and Confidentiality. Contractor and Contractor's agents and subcontractors must promptly disclose and provide to Purchaser all Deliverables. Contractor will treat the Work Product as Purchaser Proprietary Information under the terms of Section 4.

7.2 Ownership of Work Product; Assignment and Transfer. All Work Product is solely owned by Purchaser. Contractor agrees that all copyrightable materials of the Work Product will be deemed a "work made for hire" for the purposes of Title 17 of the United States Code, Section 101 et seq. (the "Copyright Act"). In the event that (i) any of the Work Product may not be considered "work made for hire," or (ii) ownership of all right, title and interest to the legal rights in and to the Work Product, including, without limitation, all worldwide copyrights, industrial design rights, trademarks, patents or other intellectual property rights therein, does not vest automatically and exclusively in Purchaser, then, without further consideration, Contractor agrees to, and hereby does irrevocably, assign, convey, and otherwise transfer to Purchaser, and Purchaser's respective successors and assigns, all such right, title and interest, in and to all Work Product and any derivative works thereof.

7.3 Rights for Use and Enjoyment of Deliverables. To the extent that the Deliverables include or utilize any Contractor Intellectual Property or Intellectual Property owned by a third party, Contractor will notify Purchaser of its inclusion in the Deliverables and hereby grants to Purchaser, and agrees to obtain for Purchaser from the appropriate third party, a perpetual, fully paid-up, unrestricted, assignable, royalty-free license, with the right to sublicense, to make, reproduce, modify, produce derivative works based on, translate, publish, sell, offer to sell, use and dispose of such Intellectual Property solely in connection with the use and enjoyment of said Deliverables.

7.4 Cooperation by Contractor; Additional Documents. Contractor will cooperate fully with Purchaser and cause Contractor's employees to cooperate fully with Purchaser to ensure the effective and complete transfer and license of rights contemplated under these Terms and Conditions. Without limiting the foregoing, at Purchaser's request and expense, Contractor agrees to perform any acts necessary or useful to vest fully recordable title in and to the Deliverables in Purchaser and to otherwise perfect, defend and enforce Purchaser's ownership of and rights in and to the Deliverables, including, but not limited to:

- a. reviewing, commenting on and executing all documents necessary or useful for securing patent, trademark and copyright protection for the Deliverables ("Applications");
 - b. reasonably explaining the nature of the Deliverables to persons designated by Purchaser;
- and
- c. providing any other assistance reasonably required for the orderly prosecution of Applications or defense of any patent, trademark, copyright, or other intellectual property-related claims or any litigation or other proceedings involving any Deliverables.

7.5 Cooperation by Contractor's Subcontractors and Employees. Subject to the requirements of Section 8, if Contractor uses subcontractors or employees of Contractor to perform any Services or produce or develop any Work Product, in whole or in part, Contractor will enter into written agreements, reasonably acceptable to Purchaser, with each employee or subcontractor to acquire the rights specified in Sections 6 and 7.1 through 7.4 from that employee or subcontractor. Contractor must furnish copies of those agreements to Purchaser upon

request. In the event that Contractor terminates its relationship with such an employee or subcontractor, the Contractor must provide written notice thereof without delay.

8. Assignment and Subcontracting.

8.1 Assignment of Order Void. This Order, or any interest therein, including any claims for monies due or to become due with respect thereto, may only be assigned upon the written consent of Purchaser. Any payment to any assignee of any claim under the Order, in consequence of such consent, will be subject to set off, recoupment or other reduction for any claim that Purchaser may have against Contractor.

8.2 Use of Subcontractors. Contractor hereby represents, certifies and warrants that it will not employ the use of any subcontractor for the performance of the Order without the prior written approval of Purchaser.

8.3 Non-U.S. Persons. Contractor will not hire any employee or employ the use of any subcontractor who is a non-U.S. person to perform on the Order without first giving notice to Purchaser in writing and obtaining Purchaser's written approval.

9. Insurance, Indemnity and Limitation of Liability.

9.1 Insurance. Contractor and its subcontractors must maintain for the performance of the Order worker's compensation, commercial general liability (CGL) and automobile liability (AL) (third party bodily injury and property damage liability insurance) insurance with a minimum of \$1,000,000 per occurrence limit. Contractor must maintain such coverage with carriers acceptable to Purchaser. Additionally, Contractor must maintain Professional Liability/Error & Omission insurance of not less than combined single limits of \$5 million and such other insurance as Purchaser may require. Upon request, Contractor will furnish to Purchaser certificates of insurance and Additional Insured endorsements showing compliance with these insurance requirements. All such certificates of insurance and endorsements must not be subject to cancellation or material alteration except after thirty (30) days prior written notice by Certified Mail to the Additional Insured; provided however such notice does not relieve Contractor of its obligations to maintain the required insurance. The limits of liability coverage set forth above are established as minimum coverage required of Contractor under any hold harmless or indemnification provision contained in this Order. The Contractor's policies must contain a provision by the respective insurers waiving the right of such insurers to subrogation. Upon request of Purchaser, Contractor must provide proof of insurance complying with the requirements of this Section 9.1.

9.2 Indemnification. Contractor will indemnify, defend, and hold Purchaser (and its successors, assigns, officers, directors, members, agents and employees) harmless for, from and against any and all actions, claims, demands, costs, liabilities, expenses, and damages, including, without limitation, attorneys' fees and expenses, for the following:

- a. injury to or death of any person or persons and for loss of or damage to any real or tangible personal property occurring in connection with, or in any way incident to or arising under, the Order, resulting in whole or in part from any acts or omissions of Contractor;
- b. any acts or omissions of Contractor, its employees, agents or subcontractors which constitute a breach of any of Contractor's obligations under the Order;
- c. any claim that the Deliverables furnished under the Order infringe, dilute, misappropriate or otherwise violate any copyright, patent, trademark, trade secret or other proprietary right of any third party; and
- d. any alleged improper conduct of any nature or type by any of Purchaser's or its permitted subcontractor's employees or agents, including physical, mental or sexual abuse or harassment, invasion of privacy, and violation of civil rights or discrimination.

9.3 Assumption of Defense. If so directed by Purchaser, Contractor will defend at its own expense, on behalf of Purchaser, any claims based upon contingencies against which Contractor is obligated to indemnify Purchaser hereunder.

9.4 Limitation of Liability. To the extent permitted by applicable law, Purchaser WILL NOT BE LIABLE FOR, UNDER ANY CIRCUMSTANCES, ANY ANTICIPATORY OR LOST PROFIT, GOODWILL, OR SIMILAR COMPENSATION FOR THE TERMINATION OR CANCELLATION OF THIS ORDER, OR FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THIS ORDER, EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS ORDER, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION WILL APPLY EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES. NOTWITHSTANDING THIS SECTION 9.4, PURCHASER'S LIABILITY FOR ANY CLAIM, INCLUDING, WITHOUT LIMITATION, ANY OF THE FOREGOING, WILL BE LIMITED TO THE PRICE FOR THE SERVICES AS STATED IN THIS ORDER.

9.5 Extension. In addition to Seller's other indemnification obligations and waivers under an Order, Seller agrees to extend such indemnification obligations and waivers to AM General LLC. Furthermore, any Limitation of Liability established within these Terms and Conditions applies equally to AM General LLC. In this regard, Contractor agrees that AM General LLC is an intended third party beneficiary of these provisions of this Order and is entitled to enforce these provisions against Contractor as if AM General LLC were a party to the Order.

10. Relationship of the Parties.

This Order does not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Purchaser and Contractor are independent parties, and neither party may act as an agent for or partner of the other for any purpose. Nothing in the Order grants to either party any right to act or make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Contractor is an independent contractor and it is the expressed intent of the Parties that nothing in the Order will establish an employer-employee relationship between Purchaser and Contractor. To that end, each of the parties have complete control of their respective employees and Contractor will not act under the direct supervision of any Purchaser employee and will not supervise any Purchaser employee. Except for procedures or processes explicitly set forth in the Order or specific criteria for acceptance of Deliverables, Purchaser will not control or determine the manner in which Services are performed or set hours of work for Contractor. Contractor will not be restricted from performing services for others and will not be bound to Purchaser, except as provided under the Order. Contractor will not be eligible for any fringe benefits, including, without limitation, health insurance, paid vacation, sick leave, retirement plans, or other employment benefits, that may be provided to employees of Purchaser and will not be a participant in any Purchaser-qualified benefits plan.

11. Employees of Contractor.

11.1 If Contractor engages any person or firm to perform work for Contractor in connection with the Services, either as an employee of Contractor or a subcontractor in accordance with the requirements of Section 8 above, Contractor is solely responsible for payment to that person or firm, including, without limitation, payment of any taxes related to employment and workers' compensation insurance. Contractor's employees are not eligible for any Purchaser fringe benefits, including, without limitation, health insurance, paid vacation, sick leave, retirement plans, or other employment benefits, that may be provided to employees of Purchaser and will not be a participant in any Purchaser-qualified benefit plan.

11.2 If Contractor performs any services on Purchaser premises, Purchaser reserves the right to interview and accept or reject any personnel Contractor provides prior to assignment to Purchaser's facility. Purchaser may require any such personnel to pass a drug screening test that Purchaser administers. Contractor agrees to employ only competent and skilled personnel to perform the Services and will use all reasonable means to ensure the continued employment of personnel performing Services pursuant to the Order. Upon Purchaser's request, Contractor will immediately remove from all facilities and replace any personnel who are unsatisfactory to Purchaser for any reason. Contractor warrants that all Contractor personnel assigned to the Purchaser facility will have (i) a prior satisfactory work record in a responsible capacity and (ii) no job-related criminal convictions and be legally authorized to work in the United States. Contractor will verify employment authorization through E-verify. Contractor personnel will be capable of performing the essential functions of the job for which they are hired, with or

without a reasonable accommodation. If Contractor is or becomes a party to any collective bargaining agreement regarding contracted personnel, no provision in that agreement will be binding upon Purchaser, unless otherwise required by law. Contractor further agrees that while Contractor's personnel are on Purchaser's premises, they will abide by Purchaser's normal rules of work.

11.3 If Contractor fails to meet its payroll or employee benefit obligations and such failure disrupts, delays, or otherwise hinders delivery and/or performance of the Deliverables, Purchaser may, without accepting responsibility or liability for Contractor's payroll or employee benefit obligations, solicit, recruit, hire, or otherwise employ or retain Contractor's employees who are deemed by Purchaser to be necessary for delivery and/or performance of the Deliverables. Any action taken by Purchaser under this Section 11.3 will not relieve the Contractor of any liability for default under the Order.

12. No Solicitation.

To the extent permitted by applicable law, Contractor agrees that it will not, without the prior written consent of Purchaser, solicit, recruit, hire, or otherwise employ or retain any employee of Purchaser to perform any of the Services. This restriction includes any former employee of Purchaser who has performed work for Purchaser related to any of the Services any time during the period commencing two years preceding the date of the Order and ending on the date of Contractor's final completion of work under the Order. Further, during the term of the Order and for two years after completion of the work called for by an Order, Contractor agrees that it will not, without the prior written consent of Purchaser, solicit or recruit or assist in the recruiting or soliciting for employment, including as a consultant, any employee of Purchaser. The provisions of this Section will not restrict in any way the right of Contractor to solicit or recruit generally, and will not prohibit Contractor from hiring any Purchaser employee who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by Contractor.

13. Release of Liens.

Contractor hereby waives any and all rights to assert any rights of retention or statutory liens.

14. Termination.

14.1 Termination for Insolvency. If Contractor: (i) becomes insolvent or is declared bankrupt; is the subject of any proceedings related to its liquidation, insolvency, or for the appointment of a receiver or similar officer for it; (ii) makes an assignment for the benefit of all or substantially all of its creditors; or (iii) enters into an agreement for the cancellation, extension, or readjustment of all or substantially all of its obligations, then Purchaser may, by giving written notice, terminate the Order, which termination will be effective on the date specified in the notice of termination.

14.2 Termination for Failure of Performance. All dates set forth in the Order are fixed dates. If Contractor fails to timely provide the Deliverables by the dates set forth in the Order or in conformance with the performance criteria set forth in the Order, and does not cure the failure within 10 calendar days (or if warranted by the circumstances such other shorter or longer period stated in the notice) after receipt of written notice from Purchaser of the failure to perform, Purchaser may terminate the Order for default.

14.3 Termination for Breach. If Contractor materially breaches any of the terms or conditions of the Order and fails to cure the failure within 10 calendar days (or if warranted by the circumstances such other shorter or longer period stated in the notice) of receipt of notice from Purchaser of the breach, Purchaser may, by written notice, terminate the Order for breach.

14.4 Termination for Convenience. Notwithstanding any other provision or requirement of the Order, Purchaser may terminate the Order, in whole or in part, at any time, for any reason or for no reason, with or without cause, by giving 14 calendar days prior written notice to Contractor.

14.5 Effect of Termination:

a. Upon termination, Contractor must immediately cease all work related to the Order and must cause its subcontractors, if any, to immediately cease all work related to the Order. In the event of termination, Purchaser is not liable to Contractor for Deliverables not accepted and Contractor is liable to Purchaser for any and all rights and remedies provided by law.

b. In the event of a termination for convenience, as described in Section 14.4, Purchaser will pay Contractor an equitable amount for work already performed, which in no case will exceed the corresponding amount specified in the Order.

15. Remedies.

15.1 Equitable Relief. If a material breach of Section 4 (Proprietary and Confidential Information), Section 6 (Intellectual Property), or Section 7 (Rights and Ownership of Deliverables by Contractor) occurs or is threatened, Contractor agrees that such breach will cause irreparable harm for which monetary damages are insufficient. Accordingly, Contractor agrees that Purchaser is entitled to seek, without a need to prove actual damages or post a bond, (i) injunctive relief restraining Contractor from using or disclosing, in whole or in part, directly or indirectly, any Proprietary Information of Purchaser or otherwise breaching any requirement of Sections 4, 6, or 7, and (ii) recovery for damages, losses, and expenses of any nature, including without limitation, attorneys' fees arising out of, resulting from, or otherwise relating to such breach or threatened breach, in addition to all other remedies provided by law.

15.2 Limitation of Remedies. Contractor agrees that monetary damages will be an adequate remedy in the event of any dispute or claim arising out of or related to any Deliverable and Contractor waives its right to seek and/or obtain temporary, preliminary, and/or permanent injunctive relief enjoining Purchaser from using in any manner, or disposing of, any or all Deliverables.

15.3 Correction of Deficiencies. If the Deliverables are not provided timely or fail to conform to the warranties given by Contractor, at Purchaser's option, (a) Contractor must, without additional charge, promptly correct any deficiencies, or (b) Purchaser may elect to replace, re-procure or re-perform the Deliverables itself or through the retention of one or more third parties and thereafter set off any costs or expenses incurred against any amounts owing to Contractor, or otherwise recover such costs and expenses from Contractor. Purchaser's right to pursue the foregoing remedies are without prejudice to Purchaser's pursuit of any other remedies available to Purchaser under the Order or otherwise applicable law.

15.4 Cumulative Remedies. The remedies provided Purchaser herein are cumulative with and in addition to any other remedies provided by law or equity or the terms of the Order. A waiver of a breach of any provision hereof will not constitute a waiver of any other breach.

16. Miscellaneous.

16.1 Time of the Essence. Time is of the essence in performing the Order. Should Contractor experience or anticipate any delay in performing the Order, whether or not such delay is excusable under any provision hereof, Contractor will immediately notify Purchaser of such delay, its expected duration, and the reasons therefor. Neither such notification nor an acknowledgment by Purchaser constitutes a waiver of the Order's delivery schedule. Contractor is liable for any direct or consequential damages resulting from a delay.

16.2 Partial Invalidity; Waiver. If any provision of the Order is or becomes void or unenforceable, the other provisions remain valid and enforceable. Waiver of one provision of the Order by Purchaser will in no way act as a waiver of any other provision herein, nor will it be construed as a waiver of that provision in any later instance.

16.3 Survival of Rights and Obligations. Sections 1, 3, 4, 5, 6, 7, 9, 14.5, 15, 16.2-16.9, and 16.12-16.19 of these Terms and Conditions survive the termination of the Order and remain valid after the Order has terminated. To the extent that any other provisions of these Terms and Conditions are meant to remain valid after the Order has terminated, expired or otherwise ended, such provisions have continued validity even after termination.

16.4 Interpretation. The interpretation of the Order will be governed by the following rules: (a) headings contained in these Terms and Conditions are for convenience and reference only; (b) all dollar figures mean United States Dollars, unless otherwise specifically referenced; (c) in the calculation of time, the first day is excluded and the last day is included; (d) the words "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of similar import; and (e) the word "or" is not exclusive.

16.5 Recall and Other Field-Service Actions. If Purchaser, on its own initiative or pursuant to a government mandate, makes a recall or other field-service action or customer recall campaign (a "Recall"), Contractor is liable to Purchaser for all damages related to such Recall to the extent the Recall arises in any way from a Deliverable that does not meet the warranties given by Contractor.

16.6 Entire Agreement. Consistent with Section 1.1, the Order constitutes the entire understanding and agreement between the Parties and supersedes any prior agreements, written or oral, that are not specifically referenced and incorporated in the Order.

16.7 Modification. This Order may not be modified, amended, or supplemented, and no agreement to allow the Order to be modified orally will be valid or binding, unless made in writing and issued by Purchaser's Director of Supply Chain Management. Contractor may submit requests for changes/adjustments; however, Contractor must continue performance while both parties are in discussion regarding any type of Order modification.

16.8 Force Majeure. Neither party is liable for any delay or failure of performance due solely to strikes, fires or other causes beyond its control and without its fault or negligence, provided that the party subject to such cause will give written notice thereof to the other as soon as the same could reasonably be anticipated, and if it could not reasonably be anticipated, promptly following the commencement thereof. If Contractor should be unable, due to such a cause, to meet all of its performance commitments as they become due, Contractor must not discriminate against Purchaser or in favor of any other customer in rendering performance. Contractor must use its best efforts to anticipate the effect of such cause and mitigate the effects of such cause and to render performance as expeditiously as possible. However, if Purchaser believes that the delay or anticipated delay in Contractor's performance may impair Purchaser's ability to meet its production schedules or may otherwise interfere with its operations, Purchaser may, at its option and without liability to Contractor, cancel any outstanding performance hereunder wholly or in part. Notwithstanding any provision of the Order, Contractor agrees it will not claim that increased costs excuse its performance.

16.9 Third Parties. Nothing contained herein, express or implied, is intended to confer upon any person, other than Purchaser and Contractor and their permitted successors and assigns, any rights or remedies under or by reason of the Order.

16.10 Further Acts. The parties agree to execute and deliver such further instruments and documents and to diligently undertake such further actions as may be required in order to consummate the transactions herein contemplated and to carry out the intent and purpose of the Order.

16.11 Publicity. Contractor will not, without prior written consent of Purchaser, make any disclosure, news release or public announcement, denial or confirmation of same, of any part of the subject matter of the Order or in any manner advertise or publish the fact that Contractor has supplied or contracted to supply to Purchaser the Deliverables except as may be required to perform the Order. Contractor is not entitled to use any of Purchaser's trademarks or trade names in any advertising materials or other documents.

16.12 Gifts and Gratuities. Purchaser will not solicit, and Contractor will not provide, any gifts (other than advertising items of nominal value) or gratuities (including, but not limited to, money, fees, commission, credits, gifts, things of value, or compensation) of any kind to any employee of Purchaser. Contractor will report in writing any solicitation or suspected solicitation of gifts or gratuities by Purchaser's employees to Purchaser's Director of Supply Chain Management.

16.13 Governing Law. This Order, and the performance hereunder, will in all respects be governed by the substantive laws of the State of Indiana, United States of America, without regard to its choice of law rules. Any

action or proceedings by Purchaser against Contractor may be brought by Purchaser in any court(s) having jurisdiction over Contractor or, at Purchaser's option, in the court(s) having jurisdiction over Purchaser or Purchaser's location as shown by the address of Purchaser on the face of the Purchase Order, in which event Contractor consents to jurisdiction and service of process in accordance with applicable procedures in that jurisdiction. Any acts or proceedings by Contractor against Purchaser may be brought by Contractor only in the State or Federal Courts located in St. Joseph County, Indiana.

16.14 No Jury Trial. PURCHASER AND CONTRACTOR ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF PURCHASER AND CONTRACTOR, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY THE OTHER PARTY ARISING OUT OF OR RELATING TO ANY ORDER OR ANY OTHER DOCUMENT PERTAINING TO ANY ORDER.