

VOLKSWAGEN GROUP OF AMERICA, INC.

IT STANDARD TERMS AND CONDITIONS

Effective: April 18, 2025

VOLKSWAGEN GROUP OF AMERICA, INC.

STANDARD TERMS AND CONDITIONS FOR SOFTWARE, HARDWARE AND SERVICES

These terms and conditions (this “Agreement”) shall govern the purchase or license of software programs and/or purchase or lease hardware, support services, and professional services by Volkswagen Group of America, Inc., for itself and for the benefit and use of its Affiliates (collectively, (“VWGOA”) from Supplier, as VWGOA and Supplier (individually, a “Party” and collectively, the “Parties”) may from time to time agree under separately executed Orders. Unless otherwise specifically detailed in writing and signed by the parties hereto (sometimes referred to herein as a “Party” and collectively as “Parties”), the following Standard Terms & Conditions (“Terms”) apply to all contracts, agreements, Purchase Orders, SOWs, formal Change Orders, and business relations of any kind (collectively referenced herein as an “Order”), between VWGOA and its suppliers (each, a (“Supplier”). These Terms apply to Orders for Goods, Services and/or Goods and Services, as the case may be.

1 Definitions; General Obligations

- 1.1 Defined Terms. In addition to the defined terms as otherwise contained in this document and associated Orders, the following terms shall have the meanings herein specified unless the context otherwise requires. Defined terms herein shall include in the singular number, the plural, and in the plural, the singular.
- 1.2 "Affiliate" shall mean, with respect to any entity, including without limitation, a corporation, limited liability company, partnership or individual (a “Person”), any other Person directly or indirectly controlling (including, but not limited to, all employees, directors and officers of such Person), controlled or under direct or indirect common control with such Person. A Person shall be deemed to control an entity if such Person possesses, directly or indirectly, the power to direct or cause direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise. The foregoing notwithstanding, a Subcontractor of Supplier is considered an Affiliate and shall be subject to all of the obligations of Supplier stated herein.
- 1.3 “AI Model” means any AI System model that is trained or optimized using data provided by or on behalf of VWGOA.
- 1.4 “AI Output” means any predictions, recommendations or decisions generated using an AI System, as well as any materials generated using a Generative AI System.
- 1.5 “AI Services” means any Services, Software, or Hardware that (i) utilize AI Systems or develop AI Output and/or (ii) are intended to be used in connection with an AI System.
- 1.6 “AI System” means any machine-based platform, model, algorithm, engine, software, hardware, or other technology that has been trained on the basis of data, functions autonomously and adaptively to a certain extent (e.g., decides, learns, or develops itself), and is designed to infer AI Outputs based on data inputs and/or prompts from users, where such outputs may be for performance of a specific task or may involve performance of a wide range of distinctive tasks (e.g., large language models, statistical learning algorithms, and neural networks). AI Systems include Generative AI Systems and specifically include any systems defined as an “AI system” under the Regulation of the European Parliament and of the Council laying down harmonized rules on artificial intelligence, as amended (“AI Act”), an “artificial intelligence system” under Colorado’s law concerning consumer protections for artificial

intelligence, Colo. Rev. State. § 6-1-1701 et seq., and similarly defined terms under other laws.

- 1.7 "Business Day" shall mean any day on which VWGOA is open for business. Unless otherwise stated, any references to a number of "days" shall mean calendar days.
- 1.8 "Business Manager or Business Owner" shall mean that person who either Party may designate in an Order who bears ultimate responsibility for the project as defined in the Order and who has authority to direct the project, agree to and sign Change Orders, and is the main point of contact for each Party. In the absence of a specific designation, the person who signs the Order shall be the Business Manager or Business Owner.
- 1.9 "Change of Control Event" shall mean a merger of a Party, or any consolidation, share exchange, combination, reorganization, or like transaction with respect to a Party.
- 1.10 "Customizations" shall mean the software program(s) being acquired by VWGOA as defined in an applicable Order, including any customizations to the Licensed Software and Updates, Enhancements and Error corrections of such program(s) that may be provided under this Agreement, excluding the Licensed Software base programs and any third party software.
- 1.11 "Documentation" shall mean any operator and user manuals, training materials, technical materials and other materials provided by Supplier.
- 1.12 "Effective Date" shall mean the date that this Agreement is last executed, unless otherwise specified.
- 1.13 "Enhancement" shall mean a generally released revision to or version of the Software that impacts functionality and/or features of the Software or Hardware and is not in the nature of Updates. The term "Enhancement" shall include release upgrades and shall not include any software revision or version that (a) is priced and offered separately by Supplier as optional modules for the Software; and (b) are not made generally available to Supplier's similarly situated clients without separate charges, unless specifically agreed to by the parties in an applicable Order.
- 1.14 "Error" shall mean any failure of the Software or Hardware to conform to the Documentation in any material fashion.
- 1.15 "Facility" shall mean any building or facility to the extent owned, leased or otherwise controlled by a Party where any obligation under the Order is to be performed.
- 1.16 "Generative AI System" means an AI System capable of generating text, software code, prompts, images, audio, video, and/or other similar expressive materials.
- 1.17 "Hardware" shall mean the equipment listed on an applicable Order or Statement of Requirement and to be purchased or leased by VWGOA through Supplier.
- 1.18 "Intellectual Property" shall mean all copyrights, trade secrets, trademarks, trademark rights, service marks, trade names, industrial designs, discoveries, inventions (whether patented or not), developments or other intellectual proprietary rights registered or recognized by the Laws of any country or state.

- 1.19 “Laws” shall mean all federal, state and local laws, statutes, rules, codes, directives, regulations and ordinances.
- 1.20 “License” shall mean the transferable, nonexclusive, perpetual license granted to VWGOA by Supplier to use the Licensed Software, AI Systems, AI Output, and Documentation on the terms and conditions set forth in this Agreement and the applicable Order. As used in this definition, transferable means VWGOA’s right to transfer this Agreement in accordance with the terms of this Agreement. For the sake of clarification, any License granted pursuant to an Order under this Agreement shall be granted to VWGOA and all of VWGOA’s Affiliates and internal organizational units shall have the right to use the applicable License Software, AI Systems, AI Output, and Documentation on the terms and conditions set forth in this Agreement and the applicable Order.
- 1.21 “Licensed Software” shall mean the software program(s) being licensed by VWGOA as identified on an applicable Order or Statement of Requirement and includes Updates, Enhancements and Error corrections of such program(s) that may be provided under this Agreement, excluding any third party software that is subject to a separate license agreement between VWGOA and a third party.
- 1.22 “Losses” shall mean all losses, liabilities, damages, and claims, and all costs and expenses relating to such losses, liabilities, damages and claims (including, without limitation, costs of investigation, litigation, settlement, judgment, interest and reasonable attorney fees).
- 1.23 "Order(s)" shall mean any written (electronic or otherwise) order(s) entered into between the Parties, including, but not limited to, orders entered by use of VWGOA’s e-commerce website located at and which shall set forth in detail the unique purchase requirements applicable to the Software, Hardware and/or Services, without limitation, the specifications, delivery dates and associated charges. An Order may also contain service level agreements and other terms and conditions.
- 1.24 “Person” shall mean any individual or joint venture, partnership, corporation or other business or legal entity.
- 1.25 “Personnel” shall mean the officers, directors, agents and employees of any Party.
- 1.26 “Professional Services” shall mean those services which VWGOA contracts Supplier to perform as set forth on an applicable Order, Statement of Requirement or Request for Quote and specifically includes Implementation Services and Training Services, if applicable, but does not include Support Services.
- 1.27 “Proprietary Materials” shall mean all copyrightable works of original authorship (including but not limited to computer programs, technical specifications, manuals, and business plans), ideas, inventions (whether patentable or not), know-how, processes, compilations of information, trademarks and other intellectual property.
- 1.28 “Services” shall mean collectively or individually, the services and tasks which Supplier will provide or render for or on behalf of VWGOA under an applicable Order, including without limitation AI Services.
- 1.29 “Purchase Order(s)” shall mean any written, electronic or other order(s) issued by VWGOA to Supplier under the Order for the specific purchase of Goods or Services, including those orders issued by VWGOA to Supplier through VWGOA’s Order Hub.

- 1.30 “Service Levels” shall mean those metrics related to operational performance of the Software, Hardware and/or Services that Supplier agrees to meet as set forth in an applicable Order.
- 1.31 “Software” shall mean Licensed Software and Customizations.
- 1.32 “SOW(s)” shall mean either a statement of requirements or a statement of work provided by VWGOA to Supplier and which shall set forth in detail the unique purchase requirements pursuant to which the Goods and/or Services shall be produced and rendered including without limitation the specifications, technical requirements, project milestones, delivery dates and charges for the Goods and Services. SOWs may also contain service level agreements and other terms and conditions.
- 1.33 “Support Services” shall mean those services Supplier will perform as described in Section 7.5 and as may be further set forth in an applicable Order.
- 1.34 “Term” shall mean the Initial Term and any renewal terms.
- 1.35 “Third Person” shall mean a Person, including its employees, contractors or agents, that is not a Party to an Order.
- 1.36 “Training Services” shall mean those services Supplier will perform in connection with training VWGOA representatives on the Software as described in an applicable Order.
- 1.37 “Update” shall mean a generally released revision to or version of the Software that includes patches, fixes, minor enhancements, modifications and Error corrections to the Software.
- 1.38 “Virus” shall mean any harmful, hidden program or data incorporated in a software program or chip that destroys or impairs the program and/or data from processing its normal business operations or destroys or impairs other data and/or programs used by VWGOA and includes without limitation any back doors or Trojan horses.

2 Offer; Acceptance; Exclusive Terms

- 2.1 General Orders. Supplier shall provide Software, Hardware and/or perform Services as designated in a document executed by the Parties and referred to as an Order to this Agreement. Unless otherwise set forth in an Order, Software, Hardware and/or Services, as the case may be, shall be deemed accepted by VWGOA upon VWGOA’s written notice of such acceptance to Supplier. Software, Hardware, and Services shall not include any AI Services without VWGOA’s prior express consent to use of AI Systems by Supplier in the applicable Order. Each Order incorporates by reference and is governed by these Terms. Each Purchase Order or revision thereof issued by VWGOA is an offer to the Supplier identified on the Purchase Order for the purchase of Goods and/or Services. When accepted, a Purchase Order supersedes all prior agreements, purchase orders, quotations, proposals and other communications regarding the Goods and/or Services covered by the Purchase Order, except that a prior agreement signed by an authorized representative of VWGOA (e.g. the Order, an RFQ or Non-Disclosure Agreement) will continue to apply. Supplier accepts a Purchase Order, including these Terms, and forms a contract by doing any of the following: (a) commencing any work under the Purchase Order; (b) accepting the Purchase Order in writing; or (c) any other conduct that recognizes the existence of a contract with respect to the subject matter of the Purchase Order. The Purchase Order does not constitute an acceptance of any offer or proposal made by Supplier. Any reference in the Purchase Order to any offer or proposal made by Supplier is solely to incorporate the description or specifications of Goods and/or Services in the prior

proposal, but only to the extent that the description or specifications do not conflict with the description and specifications in the Purchase Order. Any additional or different terms proposed by Supplier, whether in Supplier's quotation, acknowledgement, invoice or otherwise, shall be deemed a material alteration of these Terms, and are hereby objected to and rejected by VWGOA; provided, that any such proposal or attempted variance shall not operate as a rejection of the Purchase Order if Supplier accepts VWGOA's offer by commencement of work, shipment of the Goods, acceptance of the Order in writing or by other means acceptable to VWGOA, in which case the Purchase Order shall be deemed accepted by Supplier without any additional or different terms or variations. **Each Purchase Order is limited to and conditional upon Supplier's acceptance of these Terms exclusively.** An Order and these Terms, and any attachments thereto, shall be considered the complete agreement between VWGOA and Supplier with respect to the subject matter hereof and shall supersede any prior or contemporaneous agreements relating thereto. Any modification of these Terms must be expressly stated in the Order. Each Order can be modified only in accordance with Section 6 and 26.7. In the event of a conflict, a signed agreement shall take precedence over a Purchase Order, and a Purchase Order shall take precedence over these Terms. References herein to "including" shall be deemed to mean "including, but not limited to," or "including, without limitation" or such similar meaning.

- 2.2 This Agreement includes the terms and conditions of this Agreement; all Addenda, Orders, exhibits and Change Orders entered into by the parties; and all Documentation. The provisions of the various Agreement documents shall, to the extent possible, be interpreted to supplement each other and avoid any conflict between them. However, in the event of a conflict among the Agreement documents, the Agreement documents will have the following order of precedence, unless and only to the extent expressly provided to the contrary elsewhere: (a) Lastenheft; (b) Scope of Work; (c) Change Orders; (d) Orders; (e) exhibits; (f) Addenda; (g) the terms and conditions of this Agreement; (fh the Documentation.
- 2.3 This Agreement is not an exclusive arrangement. VWGOA shall have no minimum purchase, License or lease requirements hereunder, and shall be entitled, in its sole discretion, to purchase, License and/or lease Hardware, Software and/or Services from any third party.

3 Cooperation

- 3.1 Each Party will reasonably cooperate with the other Party in connection with its obligations under the Order. Such cooperation will include (i) cooperating with and coordinating work, schedules and other performance obligations with other suppliers and/or Subcontractors who are also performing work at the Facility, (ii) working with the other Party to make reasonably needed changes to the Order and (iii) informing the other Party of all management decisions, conditions or other occurrences that the Party reasonably expects to have a material effect on the obligations required to be performed by that Party under the Order, including without limitation providing written notice to VWGOA of any condition or occurrence which Supplier reasonably believes may affect Supplier's, VWGOA's or any Subcontractor's schedules.

4 Conduct; Safety; Removal

- 4.1 While at a VWGOA Facility, Supplier shall be responsible for its Personnel, Subcontractors and Affiliates. Supplier and its Personnel, Subcontractors and Affiliates will conduct themselves (including attire) in a business-like and professional manner and will comply with VWGOA's reasonable requests, rules and regulations, including with respect to personal conduct, safety, including the wearing of protective clothing or gear if applicable, parking, building access, identification badges, and security rules and regulations, of which Supplier has been notified in writing or of which Supplier should reasonably be aware. VWGOA may, upon giving written notice to Supplier, require Supplier to reassign, replace or remove any

individual or Subcontractor performing services under the Order when VWGOA determines that the performance of such individual or Subcontractor is such that it has an adverse impact on VWGOA. Supplier will, on receipt of such written notice, begin diligent efforts to address VWGOA's concerns. If Supplier has not, in VWGOA's reasonable determination, addressed VWGOA's concerns within five (5) working days from date of written notice by resolving the issue or providing an action plan with respect thereto, Supplier will reassign, replace or remove such individual or Subcontractor and complete such reassignment, replacement or removal as soon as practicable at no cost to VWGOA. In addition, VWGOA may, on giving written notice to Supplier, and at no cost to VWGOA, require the immediate removal of any individual or Subcontractor who has violated any safety or security rules or regulations, or any other policies or procedures, of which VWGOA has made Supplier aware, or violated any laws or regulations in the course of performing services under the Order or breached any of the provisions of the Order and/or these Terms. Supplier represents and warrants that it is aware of and will abide by VWGOA drug and alcohol testing requirements and that it is in full compliance therewith. Supplier agrees to maintain the highest standards of moral, legal and ethical conduct and to safeguard and promote the reputation of VWGOA and its products. Supplier shall refrain, and shall ensure that its Personnel and Affiliates, and Subcontractors, refrain, from making any negative comments about VWGOA throughout the term of the relevant Order and for a period of no less than twelve months after the expiration of the Order. Supplier shall take all appropriate measures to verify that all Personnel performing services at a VWGOA Facility are legally eligible to work in the United States and Virginia and/or any other state in which such Personnel perform services. Supplier shall complete, execute and maintain all forms and documentation, including a federal Form I-9, for all Personnel performing services at a VWGOA Facility. Supplier shall not knowingly or intentionally direct or allow any of its Personnel to enter a VWGOA Facility or to perform any services of any nature who is not legally eligible to work in the United States and Virginia and /or any other state in which such Personnel may enter a VWGOA Facility or perform services. Upon VWGOA's request and subject to applicable law, Supplier shall make available to VWGOA the employment, qualification and training records and documentation of its Personnel, including Form I-9 and other records and documentation regarding the eligibility of Supplier's Personnel to work in the United States and Virginia and/or any other state in which such Personnel perform services. If Supplier provides Services at a VWGOA Facility, Supplier will examine the Facility to determine whether the Facility is safe for the Services and will advise VWGOA promptly of any situation it deems to be unsafe. Supplier shall be solely responsible for, and VWGOA shall have no liability for, any loss, expense, damage or claim arising out of, or in connection with, the performance of Services at a VWGOA Facility.

5 Subcontractors.

- 5.1 Subject to the terms of this Section 5, Supplier may engage Subcontractors to produce the Goods and perform the Services associated with the Order or other obligations to be performed by Supplier under the Order, provided that Supplier will remain fully responsible for the work, activities and other obligations of its Subcontractors and will insure that its Subcontractors perform the Work as authorized by and pursuant to their respective engagements with Supplier. Prior to engaging a Subcontractor, Supplier will notify VWGOA in writing and provide any information that VWGOA may reasonably request regarding such Subcontractor. If VWGOA does not object within thirty (30) days after receiving written notice and all requested information, Supplier may engage such Subcontractor. Supplier represents and warrants that any Subcontractor shall be subject to all of Supplier's obligations, responsibilities and warranties under the relevant Order, and that Supplier will ensure the compliance of all Subcontractors with the terms of the Order for which the Subcontractor has been engaged (including these Terms and ensuring that all Subcontractors comply with the insurance requirements and Personnel documentation and other work eligibility and qualification

provisions set forth in these Terms). VWGOA reserves the right to check at any time the qualifications and performance of any Personnel of Supplier or its Subcontractors. For purposes of these Terms, "Subcontractor" refers to an independent Third Person of any tier engaged, either directly by VWGOA or indirectly through another independent Third Person, to produce Goods and/or perform Services associated with the Order or other obligations to be performed by Supplier under the Order.

- 5.2 Subcontractor Reviews. At VWGOA's request, the Parties will review the performance of any Subcontractor. Matters discussed at such reviews may include without limitation any work performed by a Subcontractor. If VWGOA determines that the performance of the Subcontractor, including any of its Personnel, does not conform to the Order or is otherwise unacceptable, VWGOA may, without liability, remove or terminate or require the removal or termination of such Subcontractor or Personnel. If VWGOA removes or terminates, or requires the removal or termination, of any Subcontractor or Personnel, Supplier shall ensure that any replacement Subcontractor or Personnel will perform the Services of the removed Subcontractor or Personnel at no additional cost to VWGOA.
- 5.3 Travel Expenses. All travel undertaken by Supplier, its Personnel or Subcontractors pursuant to the Order shall be at Supplier's expense.

6 Change Orders

- 6.1 General. Subject to the exception in Section 26.7, all changes to the Order, including to an SOW or a Purchase Order, ("Change(s)") shall be made through the change order process described in this Section 6. The Parties agree that (i) no Change which is reasonably expected to affect the function or performance of any Goods or Services will be implemented without prior consultation between the Parties; and (ii) all approved Changes will be formalized in a change order ("Change Order") executed by both Parties.
- 6.2 Requests for Changes. All requests for Changes by a Party will be communicated in writing by that Party's Business Owner to the other Party's Business Owner. Any request for Changes will include a detailed description of the Change requested, the projected schedule and timing for the Change and the priority of the Change.
- 6.3 Change Process. All Changes shall be requested using the following process:
- a) Party will specify the Change.
 - b) Supplier will provide the applicable quotes, providing one (1) quote if the Change amount is less than \$10,000, three (3) quotes if the Change amount is between \$10,001 and \$70,000, and a Request for Proposal/Quote if the Change amount is greater than \$70,000.
 - c) Supplier submits Change Documentation to VWGOA for review.
 - d) VWGOA either approves or rejects the quote and provides meeting minutes and issues a Change Order or revised Purchase Order.
 - e) Upon approval by VWGOA, Supplier accepts the Changes and executes and accepts the Change Order or revised Purchase Order upon approval.
- 6.4 Change Documentation. Within five (5) Business Days after receiving a request from VWGOA for a Change, Supplier will prepare and provide to VWGOA a document summarizing the effect, if any, of the proposed Change on (i) the scope of the Goods or Services; (ii) Supplier's and VWGOA's obligations under the Order; and (iii) the budget or

price for the Change. In addition, Supplier will inform VWGOA in such document regarding any other business impact Supplier believes to be relevant to VWGOA's evaluation of the proposed Change. Within ten (10) Business Days after receiving such information, VWGOA will confirm or withdraw the request for the Change. In the event that Supplier initiates the request for Change, it shall submit to VWGOA along with its request the information set forth in clauses 6.1 (i), (ii) and (iii) above. VWGOA shall have ten (10) Business Days after receipt of the request for Change to approve or reject the request.

7 Licensing

7.1 License Grant. Supplier grants to VWGOA the License to use the Licensed Software and Documentation solely on the terms and conditions set forth in this Agreement and an applicable Order.

7.2 VWGOA may:

- (a) Install, use and execute the Licensed Software. No additional fees shall be due to Supplier in the event that VWGOA installs, uses or executes the Licensed Software outside of the United States.
- (b) Make copies of the Licensed Software for backup and archival purposes only, provided that Supplier's copyright and other proprietary legends are reproduced on each copy. VWGOA shall keep appropriate records of the number and location of all copies and make such records available to Supplier upon reasonable request. All copies that are made by VWGOA shall be the property of Supplier. Notwithstanding the foregoing, during the testing of VWGOA's disaster recovery system at reasonable intervals, VWGOA may make necessary copies of the Licensed Software and run the Licensed Software in connection with such tests, concurrently with using the Licensed Software in production.
- (c) Make copies of the Licensed Software's Documentation for VWGOA's use in accordance with this Agreement provided that Supplier's copyright and other proprietary legends are reproduced on each copy.
- (d) Access and use any AI Systems provided by Supplier in connection with the AI Services, in accordance with the terms and conditions set forth in this Agreement.

7.3 In addition to other restrictions set forth in this Agreement, VWGOA may not:

- (a) Reverse assemble or decompile the Licensed Software or otherwise examine the Licensed Software for purposes of reverse engineering; or
- (b) Remove the labels or any proprietary legends from the Licensed Software or its Documentation.

7.4 Supplier reserves all rights in the Licensed Software not expressly granted. VWGOA understands that the license granted herein transfers neither title nor proprietary rights to VWGOA with respect to the Licensed Software. VWGOA shall exclusively own all rights, title, and ownership in all AI Output and AI Models provided by Supplier to VWGOA under this Agreement. To the extent ownership in any such AI Output and AI Models does not automatically vest in VWGOA, Supplier hereby assigns (concurrent with creation) to VWGOA all rights, title, and ownership to such AI Output and AI Models. Upon VWGOA's request,

Supplier will, and will cause its employees, agents and Subcontractors to, execute and deliver any documents or take such other actions as may reasonably be necessary to effect or perfect such assignment.

- 7.5 Support Services: Supplier, within fifteen (15) days following the effective date of the applicable Order, and within fifteen (15) days following the issuance of any Update, Enhancement and/or Error correction, as the case may be, will deposit with Supplier's source code escrow agent a complete, functional copy of the source code for such Licensed Software. The source code will be readable and useable in its then current form and, if any portion is encrypted, the necessary decryption tools and keys to read such code will be contemporaneously provided. Supplier's source code escrow agent must be a third party which is not an Affiliate of Supplier and which provides source code escrow agent services to the general public. VWGOA shall be made a specific beneficiary of the source code escrow by a written document executed by Supplier and the escrow agent ("Source Code Escrow"), which document shall be delivered to VWGOA within the same fifteen (15) day period for deposit of the source code into escrow. Supplier will bear all expenses for implementation and maintenance of the Source Code Escrow. Supplier's escrow agent shall release the source code to VWGOA upon written demand of VWGOA if (i) Supplier fails to provide Support Services in the time and manner required under this Agreement to VWGOA for a continuous period of twenty (20) days, except to the extent due to Force Majeure; (ii) Supplier ceases supporting Licensed Software for which VWGOA is entitled to maintenance and Support Services under this Agreement, and Supplier fails to either provide an alternative means of support reasonably acceptable to VWGOA, or successor software product or other migration path reasonably acceptable to VWGOA; (iii) Supplier ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization. VWGOA shall have the right to use the source code to support the Licensed Software as necessary to conduct VWGOA's business and VWGOA shall have the right to solicit Supplier's technical staff (without the application of penalties as set forth in Section 26.5) in the event of a release condition.

8 Not a Requirements Contract; No Liens

- 8.1 VWGOA may, during the Term of the Order, purchase the Goods and Services as described in the applicable Order. Except as may be otherwise expressly negotiated and stated in the Order, VWGOA shall have no obligation to purchase all of its requirements for the Goods and Services from Supplier and in the absence of an express declaration to that effect, the Order shall not be deemed to be a requirements contract. Supplier shall produce the Goods and perform the Services as ordered by VWGOA in accordance with the Order and shall, unless otherwise provided in the Order, provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution of Supplier's obligations under the Order, whether temporary or permanent and whether or not incorporated or to be incorporated into the Goods and Services. Supplier shall follow all written instructions from VWGOA. VWGOA shall not be responsible for verbal instructions given by any other Persons or for Supplier's interpretations of the Terms and/or other Purchase Order, SOW or other part of the Order. Supplier shall keep the Goods and Services, as well as VWGOA's Facility and any other property leased or owned by VWGOA, free and clear of any and all liens, encumbrances and claims arising out of or relating to the Order.

9 Ordering

- 9.1 VWGOA may, during the Term of the Order, order additional or incremental Goods and Services from Supplier under the Order by issuing to Supplier a signed Change Order or

Purchase Order. Each Change Order or Purchase Order shall specify the description, quantity, purchase prices and fees, special requirements, if any, delivery dates, shipping terms and any additional terms as mutually agreed upon between the Parties for the Goods and/or Services ordered by VWGOA from Supplier (collectively, the “Order Terms”). Supplier shall not fabricate or ship any Goods or provide any Services except to the extent authorized in VWGOA’s written Orders.

10 Acceptance of Goods and Services

10.1 Except as otherwise stated in the Order, acceptance by VWGOA of Goods or Services shall occur when the Goods have been satisfactorily delivered, inspected, and installed, or the Services have been fully performed, and the Goods and Services meet all applicable performance criteria set forth in the Order. VWGOA shall inspect and notify Supplier in writing within a reasonable time from the date the Goods and Services have been received, whether VWGOA has rejected the Goods or Services (the “Acceptance Period”). VWGOA’s payment of any invoice shall not be deemed to be acceptance of the Goods or Services, and its acceptance of the Goods or Services shall not be construed as evidence that the Goods or Services do, in fact, conform in all respects with the Goods and Services requirements set forth in the Order, or as a waiver of Supplier’s warranty obligations as contained herein.

11 Time is of the Essence

11.1 Time is of the essence to VWGOA. Time provisions of Order(s) generated in connection with these Terms shall be strictly observed. Supplier will promptly notify VWGOA in writing of any and all events which could affect the obligation of Supplier to make deliveries of Goods and/or Services at specified times or in specified quantities and of corrective measures that Supplier will implement to comply with Supplier’s obligations under the Order. In such circumstances, VWGOA may exercise any and all rights it may have pursuant to the Order. Alternatively, VWGOA may, at its option, require Supplier to do all things necessary at no cost to VWGOA (including without limitation working overtime or extra shifts, or shipping by premium means, all at Supplier’s expense) to deliver or perform as committed. The fact that such notice is given, however, shall not affect or diminish any obligation of Supplier. VWGOA is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries. Any provision to the contrary herein notwithstanding, and in addition to any other remedies it may have under these Terms or by law, VWGOA shall be permitted to charge for each day a delivery is late liquidated damages in the amount of 0.2% of the total purchase price for the Goods or Services; provided, however, that such liquidated damages shall not exceed, in the aggregate, 5% of the total purchase price for the late Goods or Services. If the liquidated damages applicable to Supplier reach the aggregate limit of five percent (5%) of the total purchase price for the late Goods or Services, any further delay by Supplier shall be a material breach of the Agreement and VWGOA may pursue any of its rights or remedies at law or in equity, including without limitation terminating the Order, or any part thereof, for cause. Supplier acknowledges that these liquidated damages are reasonable, are not VWGOA’s exclusive remedy in the event of delay and that VWGOA may pursue any and all rights and remedies it may have at law or in equity, including without limitation recovering liquidated damages in accordance with this Section, in the event of Supplier’s delay. VWGOA, without cost or liability to Supplier, may reschedule delivery of the Goods or Services by giving timely written notice to Supplier.

12 Sustainable Development Standards

12.1 In addition to complying with VWGOA's other requirements, Supplier may comply with VWGOA's and its Affiliates' sustainable development requirements with regard to

relationships with business partners. The sustainable development requirements define the expectations of VWGOA and its Affiliates regarding sustainable development and conduct by business partners, including with respect to the added value of their products. The full text of the requirements can be found on vwgroupsupply.com under Cooperation Sustainability. When Supplier submits an RFQ and/or accepts an Order, Supplier confirms its awareness of, and agreement to comply or not comply with, the sustainable development requirements.

13 Customizations

- 13.1 In consideration for the fees set forth on an applicable Order, Supplier shall provide VWGOA with Customizations in both object and source code formats. All rights, title and interest in and to the Customizations shall vest exclusively in VWGOA.
- 13.2 Supplier agrees that all Customizations and Proprietary Materials created in connection with this Agreement are “works made for hire” as that term is used in connection with the U.S. Copyright Act. To the extent that, by operation of law, Supplier owns any Intellectual Property rights in such customizations and/or Proprietary Materials, Supplier hereby irrevocably assigns and transfers to VWGOA all rights, title and interest in such Customizations and/or Proprietary Materials. To the extent that, by operation of Law, any Supplier Personnel owns any Intellectual Property rights in such Customizations and/or Proprietary Materials, Supplier shall obtain all such rights and, immediately upon obtaining them, hereby irrevocably assigns and transfers to VWGOA all rights, title and interest in such Customizations and/or Proprietary Materials. Supplier agrees to cooperate with VWGOA in the protection of Customizations and Proprietary Materials and the securing of VWGOA’s rights in the Customizations and Proprietary Materials, including the execution of any documents necessary to secure such rights, whether during or after the term of this business relationship with VWGOA.

14 Preexisting Proprietary Materials

- 14.1 Supplier will have and retain all rights, including Intellectual Property rights, subject to Section 7.0 above, in Supplier’s pre-existing Proprietary Materials. VWGOA acknowledges that it does not own Supplier’s pre-existing Proprietary Materials and will acquire no right, title or interest in Supplier’s pre-existing Proprietary Materials, except for such rights pursuant to a license, purchase or lease as may be expressly granted to VWGOA under this Agreement.
- 14.2 VWGOA will have and retain all rights, including Intellectual Property rights, in VWGOA’s Proprietary Materials. Supplier acknowledges that it does not own VWGOA’s Proprietary Materials and will acquire no right, title, or interest in VWGOA’s Proprietary Materials furnished to or used by Supplier.
- 14.3 All data created, collected, and archived, in its entirety is the sole property of VWGOA and upon any termination event the vendor shall provide, at no additional costs to VWGOA, an exportable copy of all such data contained within the solution.
- 14.4 In providing the Software, Hardware and/or Services, Supplier may use third party materials, provided that Supplier shall disclose in writing to VWGOA any third party materials that are incorporated or embedded into any of the Proprietary Materials. Supplier warrants that it has all rights needed to use the third party materials for purposes of providing the Software, Hardware and/or Services under this Agreement. VWGOA acknowledges that it does not own the third party materials and will acquire no right, title or interest in such third party materials, except for such rights pursuant to a license, purchase or lease as may be granted to VWGOA under this Agreement. Supplier warrants that VWGOA have a perpetual, worldwide, royalty-free license to use such third party materials as part of such

Proprietary Materials or Customizations.

15 Hardware and Software Shipment and Specifications.

- 15.1 Supplier shall coordinate delivery of the Hardware and Software to VWGOA. Except as otherwise stated in an Order, VWGOA requires that Supplier ship Hardware and Software delivered within the NAFTA region FOB destination point, and Goods delivered outside the NAFTA region via Delivery Duty Paid (DDP) VWGOA's designated facility at Supplier's final production location. Carriage shall be arranged by Supplier. Except as otherwise stated in the Order, Incoterms 2010 shall apply to all shipments.
- 15.2 In the event that VWGOA finances with Supplier its purchase of Hardware, until paid in full, Supplier retains a security interest in the Hardware to secure payment of the price of the Hardware. At Supplier's request, VWGOA shall sign and deliver to Supplier a financing statement evidencing this security interest. Upon VWGOA's payment in full, Supplier shall promptly take all steps necessary to release its security interest.
- 15.3 If Supplier recommends that VWGOA runs Software on specified Hardware or equipment, Supplier shall be responsible for all VWGOA's costs if the Software does not function on such Hardware or equipment.
- 15.4 Supplier shall meet all requirements of the Lastenheft and Scope of Work between Supplier and VWGOA. If Supplier requires a deviation from the Lastenheft or Scope of Work that shall only be granted in writing signed by a manager or above from the VWGOA's IT department.

16 Services.

- 16.1 Supplier shall provide Professional Services as agreed upon by the Parties in an applicable Order. Supplier shall provide Training Services as agreed upon by the Parties in an applicable Order.
- 16.2 Supplier shall provide Support Services set forth in Sections 7.5 and as agreed upon by the Parties in an applicable Order, provided that VWGOA has paid the applicable support fees.
- 16.3 Supplier shall provide VWGOA with Updates and Enhancements to the Software free of charge.
- 16.4 VWGOA shall notify Supplier promptly of any Error. Supplier shall use commercially reasonable efforts to expeditiously provide modifications, bug fixes, and other changes to the Software to correct Errors and shall comply with such additional obligations, if any, as may be more fully set forth in an applicable Order, within 14 days. To the extent that any third party materials are incorporated into the Software, or works in conjunction with the Software, Supplier shall be responsible for any performance related Errors under the terms of this Agreement.
- 16.5 Supplier shall use all commercially reasonable efforts to respond to reported Errors and provide the Support Services contracted by VWGOA to meet or exceed acceptable industry standards and practices. Supplier will exercise its best efforts to expeditiously and efficiently provide information and Support Services reasonably requested by VWGOA.
- 16.6 While at a VWGOA Facility, Supplier and its employees, agents, Subcontractors (as defined

below) and Affiliates will conduct themselves (including attire) in a business-like and professional manner and will comply with VWGOA's reasonable requests, rules and regulations regarding personal conduct, including all safety, including the wearing of protective clothing or gear if applicable, parking, building access, identification badges, and security rules and regulations of which Supplier has been notified or of which Supplier should reasonably be aware. VWGOA may, upon giving written notice to Supplier, require Supplier to reassign, replace or remove any individual or Subcontractor performing services under an Order when VWGOA determines that the performance of such individual or Subcontractor is such that it has an adverse impact on VWGOA. Supplier will, on receipt of such written notice, begin diligent efforts to address VWGOA's concerns. If Supplier has not, in VWGOA's reasonable determination, addressed VWGOA's concerns within five (5) working days from date of notice by resolving the issue or providing an action plan with respect thereto, Supplier will reassign, replace or remove such individual or Subcontractor and complete such reassignment, replacement or removal as soon as practicable at no cost to VWGOA. In addition, VWGOA may, on giving written notice to Supplier, and at no cost to VWGOA, require the immediate removal of any Supplier Personnel who has violated any safety or security rules or regulations, or any other policies or procedures, of which VWGOA has made Supplier aware, or violated any laws or regulations in the course of performing services under an Order or breached any of the provisions of an Order and/or these Terms. Supplier represents that it aware of and will abide by VWGOA drug and alcohol testing requirements and that it is in full compliance therewith. Supplier agrees to maintain the highest standards of moral, legal and ethical conduct and to safeguard and promote the reputation of VWGOA and its products. Supplier shall refrain, and shall ensure that its Personnel and Affiliates refrain, from making any negative comments about VWGOA or its products throughout the term of the relevant Order and for a period of no less than twelve months after the expiration of the Order.

- 16.7 With VWGOA's prior written consent, Supplier may engage independent Third Persons to perform the Services associated with an Order or other obligations to be performed by Supplier under an Order ("Subcontractors"), provided that Supplier will remain fully responsible for the work and activities of its Subcontractors. Supplier represents and warrants that any Subcontractor shall be subject to all of Supplier's obligations, responsibilities and warranties under the relevant Order, and that Supplier will ensure the compliance of all Subcontractors with the terms of the Order for which the Supplier has engaged such Subcontractor (including ensuring that Subcontractors comply with the insurance requirements set forth in these Terms). Prior to engaging a Subcontractor, Supplier will inform VWGOA and provide to VWGOA any information that it may reasonably request regarding such Subcontractor. At VWGOA's request, the Parties will review the performance of any Subcontractor that has been engaged by Supplier to perform any Services under an Order. Matters discussed at such reviews may include, but will not be limited to, any work performed by a Subcontractor.

17 Charges and Payment

- 17.1 Charges. VWGOA shall pay Supplier the purchase prices and/or service fees (collectively, the "Charges") for the Goods and Services set forth in the applicable SOWs and Purchase Orders. In addition to any right of setoff or recoupment provided by law, VWGOA may set off and recoup against its accounts payable to Supplier any amounts for which Supplier or Supplier's Affiliates is liable to VWGOA under any order or agreement with Supplier or Supplier's Affiliates. VWGOA shall not be required to pay for the Goods or Services at prices higher than those specified in the Order. The Charges include all charges, including transportation (pursuant to Section 15), storage, drayage, insurance, boxing, packing, crating, carting, customs, duties imposed before passage of title, testing, installation, training and technical

assistance, and all applicable taxes except sales, use and other such taxes imposed upon the sale or transfer of goods or services for which VWGOA is responsible under these Terms and properly invoiced by Supplier and VWGOA will not accept any extras or additional charges unless specified in the Order or otherwise agreed by VWGOA in writing. Supplier assumes the risk of events or causes affecting prices including without limitation foreign exchange rates, increases in raw material costs, inflation, increases in labor and other production and supply costs. Supplier represents that the Charges shall not exceed the prices charged to any other customer of Supplier for goods which are the same or substantially similar to the Goods, taking into account the quantities and terms of the Order. Moreover, Supplier agrees to refund any excess amounts charged by Supplier to VWGOA in violation of this Section 17.1.

- 17.2 Taxes. VWGOA shall not be liable for any Federal, state, local or foreign taxes unless separately stated in the Order and billed as a separate line item. Unless VWGOA has furnished Supplier with an applicable exemption certificate, VWGOA shall pay Supplier any applicable sales, excise or use taxes or other taxes imposed by any federal, state, local or foreign government which directly arise from the sale of the Goods or the rendering of the Services and which Supplier is responsible by law to collect from VWGOA. VWGOA will not be responsible under any circumstances for VAT taxes with respect to the Goods and Services. All taxes for which VWGOA is responsible under the Order shall be submitted in a separate invoice.
- 17.3 VWGOA shall not be responsible for any taxes based on Supplier's income or its business operations including without limitation employment taxes, income taxes or license taxes. Supplier agrees to provide VWGOA with documents that may be required to obtain any applicable exemption, credit, rebate, remission, refund, reduction or other relief from taxes or foreign tax credit. VWGOA is authorized to deduct or withhold from each payment to Supplier all taxes which VWGOA is required by law to deduct or withhold and to pay the amount withheld or deducted to the relevant tax authorities.
- 17.4 Supplier shall comply in a timely manner with all requirements imposed on Supplier by all applicable taxing statutes, including requirements in respect of registration, payment, collection, and remittance of taxes and provision to the taxing authorities of such deposits, guarantees or other forms of security as may be required by law or the administration thereof, and shall upon request provide VWGOA with written proof of such compliance. Supplier shall indemnify VWGOA for any amounts assessed against VWGOA arising from Supplier's failure to so comply.
- 17.5 Invoices and Payment. Supplier shall issue individual invoices for each Service delivered and each shipment of Goods delivered. Invoices must contain the Purchase Order number, if any, and description of Goods and/or Services. Except as otherwise stated in the Order, VWGOA shall pay the Charges set forth in non-disputed invoices based on a Net 60 day payment term. In the event of any delay in receiving an invoice, or any error or omissions in any invoice, VWGOA may withhold payment without losing its rights to applicable cash discounts. Except as otherwise stated in the Order, all payments will be in U.S. Dollars. Supplier agrees to accept payment by electronic funds transfer or by check mailed on or before the due date unless otherwise expressly agreed by VWGOA.
- 17.6 Disputed Invoices. Within 180 days of receipt of an invoice, VWGOA shall notify Supplier in writing of any disputed Charges.
- 17.7 Travel Expenses. All travel undertaken by Supplier, its Personnel or Subcontractors pursuant to an Order shall be at Supplier's expense.
- 17.8 Support fees shall be based on VWGOA's actual cost of the Licensed Software (as

opposed to any list price).

18 Audits by VWGOA

- 18.1 Financial Audits. At VWGOA's request, Supplier will allow VWGOA or its designated representatives to audit its or its Subcontractors' accounting books and records to the extent necessary to verify Supplier's Charges to VWGOA for completed and current projects. Supplier will cooperate with and comply with all reasonable requests from VWGOA or its designated representatives in connection with such audit. Upon completion of any such audit, the Parties will review the audit report together and work in good faith to agree upon (1) any adjustment of Fees to VWGOA (including any reimbursement of any overpayment by VWGOA or reimbursement to Supplier for any underpayment by VWGOA); and (2) any appropriate adjustments to Supplier's billing practices. If any such audit discloses overpayments that in the aggregate equal one percent (1%) or more of the amounts that were actually due, as shown by the audit, then Supplier will reimburse VWGOA for the costs of the audit.
- 18.2 Upon completion of any such audit, the Parties will review the audit report together and work in good faith to agree upon (1) any adjustment of Charges to VWGOA (including any reimbursement of any overpayment by VWGOA or reimbursement to Supplier for any underpayment by VWGOA); and (2) any appropriate adjustments to Supplier's billing practices. If any such audit discloses overpayments that in the aggregate equal one percent (1%) or more of the amounts that were actually due as shown by the audit, then Supplier will reimburse VWGOA for the costs of the audit.
- 18.3 Operational Audits. VWGOA may monitor Supplier's performance of its duties under an Order at any time, and upon prior written or verbal notice to Supplier.
- 18.4 Compliance Audit. At Supplier's request, VWGOA will allow Supplier to conduct a reasonable audit for the sole purpose of confirming VWGOA's compliance with the terms of the License. Such audit shall occur at a mutually agreed upon date and time and take place no more than once annually.

19 Confidentiality

- 19.1 "Confidential Information" shall mean any information typically regarded as confidential and proprietary that has been or may hereafter be disclosed or discovered in any form, whether in writing, orally, electronically, visually or otherwise, by either Party or its Personnel or advisors (each a "Representative")(collectively, a "Disclosing Party") to the other Party or its Representative (collectively, a "Receiving Party") including all information relating generally or specifically to a Party's business, including without limitation, patents, copyrights, inventions, designs, discoveries, improvements, formulae, product data, specifications and processes, trade secrets, customer lists and contacts, information on customer quantity and technical requirements, product pricing, pricing information, geographic and sales data, technical or commercial information, and financial information, information related to mergers or acquisitions, software, software documentation, and information concerning business plans or business strategy that is supplied to or obtained by the other Party pursuant to or as a result of an Order and that is not generally known in the trade or industry. Each Party may use Confidential Information of the other Party only in connection with performance of its duties under an Order. Neither Party shall copy Confidential Information or disclose Confidential Information of the other Party to persons who do not need Confidential Information in order to perform its duties under the Order. Confidential Information will be returned to the Disclosing

Party seeking to protect such information upon request of the Disclosing Party. Confidential Information does not include information that is generally known or available to the public or that is not treated as confidential by the Party claiming information to be confidential. Because the breach of either Party's confidentiality obligations may cause the other Party to suffer irreparable harm in an amount not easily ascertained, any such breach, whether threatened or actual, will give the non-breaching Party the right to obtain equitable relief to enjoin or restrain the disclosure or use of such Confidential Information. The provisions of this Section 19 will survive the termination of the relevant Order for the longer of five (5) years from the disclosure of the Confidential Information or three (3) years from the date of disclosure of the Confidential Information. Notwithstanding anything to the contrary in this Agreement, any confidentiality or non-disclosure agreement between the Parties that predates this Agreement will remain in effect except as expressly modified by this Agreement, and to the extent of a conflict between the express terms of such an agreement and this Section, the terms of that agreement will control.

- 19.2 Restrictions on Use of Confidential Information. The Receiving Party will use at least the same degree of care, but no less than a reasonable degree of care, to avoid unauthorized disclosure or use of the Disclosing Party's Confidential Information as it employs with respect to its own Confidential Information. The Receiving Party may disclose Confidential Information only to its own Personnel and to its consultants, subcontractors and advisors who reasonably need to know it in order to meet the contractual obligations as contemplated by the Order. The Receiving Party will be responsible to the Disclosing Party for any violation of the Order by its Personnel, consultants, Affiliates, Subcontractors or advisors. The Receiving Party may not use any Confidential Information for development or training of any AI System without the Disclosing Party's prior express written consent.
- 19.3 The Receiving Party may disclose Confidential Information only to its own Personnel and to its Representatives, Affiliates and Subcontractors who reasonably need to know it in order to meet the contractual obligations as contemplated by the Order. The Receiving Party will be responsible to the Disclosing Party for any violation by its Personnel, Representatives, Affiliates or Subcontractors. Supplier shall take reasonable steps to record who has access to Confidential Information, including by keeping written access logs. The Receiving Party shall, upon request, provide to the Disclosing Party the identities and names of the individuals to whom Confidential Information has been disclosed.
- 19.4 The Receiving Party may not print or copy, in whole or in part, any documents or other media containing the Disclosing Party's Confidential Information, other than copies for its Personnel, consultants or advisors who are working on the matter, without the prior consent of the Disclosing Party.
- 19.5 The Receiving Party may not use the Disclosing Party's Confidential Information for competing with the Disclosing Party, for its own benefit, or for any purpose not in furtherance of the Order.
- 19.6 As promptly as practicable (and in any event within ten (10) days) after the earlier of the completion of the Receiving Party's obligations under, or the termination of, the Order, the Receiving Party will return or, with the consent of the Disclosing Party, destroy all of the Disclosing Party's Confidential Information, except for business records required by law to be retained by the Receiving Party, and upon request of the Disclosing Party shall deliver an affidavit signed by an officer of the Receiving Party attesting to the destruction of the Confidential Information.
- 19.7 If the Receiving Party is requested, as part of an administrative or judicial proceeding, to

disclose any of the Disclosing Party's Confidential Information, the Receiving Party will, to the extent permitted by applicable law, notify the Disclosing Party of such request as promptly as practicable (and in any event within five (5) Business Days after receiving the request) and cooperate with the Disclosing Party, at the Disclosing Party's expense, in seeking a protective order or similar confidential treatment for such Confidential Information.

- 19.8 To the extent that Supplier shares Personal Information, as defined in VWGOA's Data Privacy and Security Addendum ("DPSA"), which is identified as Appendix S and may be found on www.vwgroupsupply.com, with VWGOA, Supplier will do so in compliance with applicable law, including providing appropriate notice (including notice regarding the sharing of Personal Information with third parties) and obtaining consent if required; or, if Supplier is not the first party collector of such Personal Information, ensuring that suppliers of such data have provided appropriate notices and obtained any required consents to share such data. Supplier agrees to make available, upon request, information to demonstrate compliance, including a copy of the compliant notices or consents.
- 19.9 In addition to the confidentiality provisions of this Section, to the extent Supplier has access to or processes Personal Information, the DPSA is incorporated by reference and forms part of this Agreement and the Order.
- 19.10 If the DPSA is not incorporated into this Agreement, VWGOA's Technical and Organizational Security Measures Appendix, which is identified as Appendix T and may be found on www.vwgroupsupply.com, is incorporated by reference and forms part of this Agreement and the Order. The Technical and Organizational Security Measures Appendix shall supplement, and not in any way limit or restrict, the confidentiality, data security, and privacy terms set forth in this Section.
- 19.11 Prior to receiving any data from VWGOA, Supplier shall propose to VWGOA in writing specific retention periods for all data provided or made available to Supplier by, or on behalf of, VWGOA. Supplier shall work with VWGOA until VWGOA approves of the retention periods. Supplier shall permanently delete and/or return, as requested by VWGOA, data in accordance with the approved retention periods in the manner requested by VWGOA unless instructed otherwise in writing by VWGOA or the Parties have otherwise agreed to a shorter retention period (in which case the shorter retention period shall control). Upon VWGOA's request, Supplier shall promptly certify in writing to VWGOA that it has destroyed such data and provide logs documenting such destruction.
- 19.12 Supplier shall not access or use any data provided by, or on behalf of, VWGOA for development, optimization, or training of any AI System without VWGOA's prior express written consent. Upon termination or expiration of this Agreement for any reason, Supplier shall return to VWGoA all such data and any models developed, trained, or optimized using such data and, if requested by VWGOA, subsequently delete all such data and models within 30 days.
- 19.13 If Supplier provides VWGOA any products or services that use, leverage, consist of, or otherwise involve AI Systems, Supplier must implement appropriate measures to prevent prompt injection. Such measures must include, at a minimum, (i) adhering to VWGOA guidance on preventing prompt injection, and (ii) providing documentation of Supplier's techniques to prevent prompt injection upon VWGOA's request.

20 Warranties and Certain Covenants.

- 20.1 The warranties set forth below are in addition to any warranties set forth in an applicable Order
- Rev. April 18, 2025
Public Document

or elsewhere in this Agreement:

- 20.2 Each Party warrants that: (a) it is a corporation or other entity duly incorporated or organized, validly existing, and in good standing under the Laws of the state of incorporation or organization; (b) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement has been duly authorized by such Party; and (d) no approval, authorization or consent of any court or any government or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement.
- 20.3 Unless a longer period is specified in an applicable Order, Supplier warrants that the Software and Hardware will operate in substantial conformance with its Documentation for a period of thirty-six (36) months after the Software or Hardware, as the case may be, is accepted by VWGOA in accordance with applicable Order. If a particular Software or Hardware product is being licensed or purchased for multiple sites, the warranty period for the Software or Hardware at the sites or business units shall expire thirty-six (36) months after the Software or Hardware product is accepted by VWGOA for each particular site or business unit. Supplier agrees to correct any Error of which it receives notice during the warranty period. VWGOA shall provide Supplier with written notice that an Error exists, and Supplier shall have a reasonable period of time, based on the severity of the Error, at Supplier's sole cost and expense, to correct the Software.
- 20.4 Supplier warrants that the Software, and the Hardware and the Services requiring programming or software products, do not contain any disabling devices that would allow Supplier to terminate operation of the Software or the Hardware. Supplier further warrants that the Software will be free from any Virus at the time of delivery and has undergone a commercially reasonable quality assurance procedure to ensure that there are no Viruses and contain no embedded devices or codes (e.g. time bombs) that will obstruct or prevent VWGOA's use of the Software or Hardware. Supplier further warrants that the Software, and the Hardware and the Services requiring programming or software products, do not contain any devices that would prohibit VWGOA from accessing the data created by the Software or the Hardware.
- 20.5 Supplier further warrants that the Services, the Software, the Hardware, AI Outputs, AI Models, and all other Proprietary Materials provided to VWGOA under this Agreement are either Supplier's original work, are public domain materials or are owned by a third party from whom Supplier has acquired all necessary permissions to grant the rights under this Agreement. Furthermore, Supplier warrants that neither its provision of the Services, the Software, the Hardware, AI Outputs, AI Models, or other Proprietary Materials nor VWGOA's receiving or use of the same as provided under this Agreement infringe the Intellectual Property rights (including copyrights, patents, trade secrets, trademarks and know-how) of any third party. Supplier may, in its sole discretion, but without limiting VWGOA's rights or remedies under this Agreement: (a) procure for VWGOA the right to continue using the infringing Service, the Software, AI Outputs, AI Models, or the Hardware; (b) provide a substitute, non-infringing Service, Software or Hardware, as the case may be (meeting all requirements and specifications of the infringing Service, Software or Hardware) at no cost to VWGOA; or only if Supplier has exhausted both (a) and (b), then (c) by notice to VWGOA terminate the applicable Order for the infringing Service, Software, AI Outputs, AI Models, or Hardware, as the case may be, and promptly refund all fees and costs paid by VWGOA under this Agreement in connection with the purchase, license, development, installation, implementation, maintenance, use and training of, or related to, the infringing Service, Software, AI Outputs, AI Models, or Hardware, including without limitation license fees, support fees and fees for Services and costs for related Hardware.

- 20.6 Supplier warrants that it has reviewed the specifications and requirements of the Services and it has the expertise and resources necessary to undertake and complete the Services in accordance therewith in the applicable timeframe, if any, specified in an Order. Supplier warrants that (a) the Services will be performed in a prompt, professional and workmanlike manner, in accordance with industry standards, and (b) Supplier has the expertise and resources necessary to undertake and complete the Services in accordance with the specifications and timeframes set forth in the Order and the applicable Service Levels (the “Services Warranty”). Promptly after notice of any defect is provided by VWGOA, Supplier shall, at VWGOA’s option, either (i) re-perform any Services, or (ii) refund the service fees for any Services that do not conform to the Services Warranty. Supplier’s warranty obligations under the Services Warranty will be fulfilled by Supplier without additional fees or charges of any kind to VWGOA.
- 20.7 **Warranty Costs.** All costs incurred in connection with performing any warranty obligation, including all travel expenses and daily allowances, shall be the obligation of Supplier and Supplier shall fulfill Supplier’s warranty obligations without additional fees or charges of any kind to VWGOA, unless otherwise specified in the Order or otherwise agreed by VWGOA in writing.
- 20.8 **Additional Warranties.**
- 20.8.1 Supplier represents and warrants to VWGOA: (a) Supplier, and any Services (including AI Services) supplied by Supplier, will comply with all applicable Laws, including without limitation Laws relating to environmental matters, hiring, wages, hours and conditions of employment, international prohibitions on child labor, Subcontractor selection, discrimination, occupational health or safety, and motor vehicle safety. The Order incorporates by reference all clauses required by these Laws. At VWGOA’s request, Supplier shall certify Supplier’s and its Subcontractors’ compliance with the foregoing. Neither Supplier nor any of its Subcontractors will utilize slave, child, prisoner or any other form of forced, involuntary or illegal labor, or engage in abusive worker treatment or corrupt business practices in fulfilling the obligations of this Agreement.
- 20.8.2 Supplier represents and warrants to VWGOA that, in performing its obligations under the Order, (i) it will not employ or subcontract with any person who is a "Specially Designated National" ("SDN") as defined from time to time in regulations issued by the Office of Foreign Asset Control of the United States Department of the Treasury; and (ii) Supplier is not an SDN.
- 20.8.3 To the extent that Services include any AI Services (including by any Subcontractor), Supplier further represents and warrants that: (i) Supplier’s use of AI Systems and development of AI Outputs and AI Models include appropriate human control and monitoring; (ii) AI Systems utilized by Supplier in connection with the Services are appropriate for their intended use and include appropriate protections against misuse by third parties; (iii) Supplier has implemented appropriate processes and procedures to avoid the introduction of bias into any AI Systems used, developed, or deployed by Supplier in connection with the AI Services, and to verify, monitor, and maintain the fairness, quality, accuracy, and fitness for purpose of AI Outputs; (iv) AI Outputs are not discriminatory, biased or unfair on the basis of race, color, religion, national origin, sex, disability, or other characteristic protected by applicable Law; (v) the AI Systems are adequately comprehensible and explainable, and corresponding information (in particular on the capabilities and limitations of the AI Systems and on the data and methods used for the development, validation, training, and testing of the AI Systems) is provided transparently to VWGOA; (vi) all AI Outputs provided to VWGOA are expressly identified as such in

writing; (vii) the development, optimization and training of AI Systems (including through use of any third-party data for such purpose), performance of AI Services by Supplier, and use of AI Outputs and AI Models by VWGOA in accordance with this Agreement, will not infringe on, or misappropriate, the Intellectual Property rights of any third party; and (viii) Supplier has the appropriate right to assign ownership of AI Outputs and AI Models to VWGOA in accordance with Section 7.47.4. Supplier shall, at no additional Charge, as reasonably requested by VWGOA provide information and support related to the AI Systems, as required by VWGOA to demonstrate compliance with applicable Law (including the AI Act and similar laws), or to respond to any information requests from VWGOA's regulators or customers.

20.8.4 Supplier's warranty obligations and other obligations under this Agreement with respect to the Software and Hardware are expressly conditioned upon VWGOA's proper use of the Software and Hardware and do not include support or correction of Errors or increases in service time that result from (a) accident, neglect, misuse or use other than ordinary use; and (b) modifications made to the Software or Hardware without the knowledge of Supplier or its Personnel.

21 Indemnification

21.1 Indemnification by Supplier. All indemnification provisions in the Order are supplemental to and part of the indemnification provisions in this Section 21. To the fullest extent permitted by law, Supplier will, at its expense, indemnify, defend and hold harmless VWGOA and its Affiliates, agents and invitees and their respective Personnel, successors and assigns (each a "VWGOA Indemnitee"), from and against all damages, losses, claims, demands, liabilities and expenses (including reasonable attorneys' and other professional fees, settlements and judgments) (collectively, "Losses") claimed by any Third Person in any claim, demand, suit or proceeding in connection with any of the following:

(a) The breach or misrepresentation by Supplier of its obligations or warranties to VWGOA under this Agreement or an Order;

(b) The death or bodily or personal injury of, or other legally enforceable damage incurred by, any agent, employee, customer, business invitee, or business visitor or other person caused by the breach of contract, breach of warranty, gross negligence, intentional or willful misconduct, errors or omissions of Supplier or its Supplier Personnel, agents or Subcontractors;

(c) The damage, loss or destruction of any real or personal property caused by the breach of contract, breach of warranty, gross negligence or willful misconduct of Supplier or Supplier Personnel;

(d) Liens, encumbrances and payment and other claims relating in any manner to the Goods and Services which are asserted by Supplier, any Subcontractor, or anyone directly or indirectly engaged by any of them or for anyone for whose acts they may be responsible; VWGOA may withhold payment to satisfy such liens, encumbrances or payment and other claims and, upon the written request of VWGOA, Supplier shall bond off or otherwise satisfy any such liens, encumbrances and payment and other claims; and

(e) Claims by Supplier or its Personnel, Affiliates or Subcontractors relating to any benefits normally associated with employment at VWGOA, including insurance, pension, health, lease cars, compensation, tax withholdings, Medicare, and social security, and any claims relating to Supplier's failure to comply with, including without limitation any claims made by or relating

to:

- (a) Supplier's Personnel, Affiliates or Subcontractors;
- (b) the Wage and Hour Act;
- (c) the Fair Labor Standards Act;
- (d) the Retaliatory Employment Discrimination Act;
- (e) the Employment Retirement Income Security Act;
- (f) the Consolidated Omnibus Budget Reconciliation Act;
- (g) the Age Discrimination in Employment Act;
- (h) Title VII of the Civil Rights Act of 1964;
- (i) Section 1981 of the Civil Rights Act as amended;
- (j) the Americans With Disabilities Act;
- (k) the Family and Medical Leave Act;
- (l) the Immigration Control and Reform Act of 1986 and/or
- (m) any other applicable federal, state or local statutes, laws, ordinances, rules, regulations or orders pertaining to immigration, discrimination, wrongful discharge (actual or constructive), breach of express or implied contract, worker's compensation, compensation (including payroll, withholding, employment taxation, social security, unemployment compensation, minimum wage, overtime, unpaid wages, vacation and/or sick leave pay), intentional and/or negligent infliction of emotional distress, defamation, and/or any other cause of action.

21.2 **Indemnification by Supplier with Respect to Intellectual Property.**

21.2.1 Supplier will, at its expense, indemnify, defend and hold harmless the VWGOA Indemnitees from any Third Person claims made against VWGOA, any of its Affiliates and/or Personnel alleging that any Software, AI Systems, AI Outputs, AI Models, Hardware, and/or Service infringes a Third Person's copyright, patent or trade secret ("Intellectual Property Claim"). VWGOA shall notify Supplier promptly in writing and furnish Supplier with such information and assistance as Supplier may reasonably request to evaluate the Intellectual Property Claim. Supplier shall then, at its own expense and option, either (i) settle the Intellectual Property Claim; (ii) procure for VWGOA the right to use the alleged infringing Software, AI Outputs, AI Models, Hardware, and/or Service; (iii) replace or modify the alleged infringing Software, Hardware and/or Service in order to avoid the Intellectual Property Claim; (iv) remove the alleged infringing Software, AI Outputs, AI Models, Hardware, and/or Service and refund the Fees (including transportation costs) paid by VWGOA to Supplier less a reasonable amount directly proportionate to VWGOA's actual usage of the infringing Software, AI Outputs, AI Models, Hardware, and/or Service; or (v) litigate the Intellectual Property Claim; provided, however, prior to Supplier taking any of the foregoing responses, the Parties shall meet to discuss the action or actions which Supplier proposes to take in response to the Intellectual Property Claim. If the Parties are unable to agree upon the action or actions to take in response to the Intellectual Property Claim, VWGOA may, at its sole option, elect to terminate, for its convenience and without liability upon five (5) days prior written notice to Supplier, this Agreement as to any alleged infringing Software, AI Outputs, AI Models, Hardware, and/or Service. Regardless of Supplier's response to the Intellectual Property Claim or VWGOA's election to terminate this Agreement as to any alleged infringing Software, Hardware and/or Service, Supplier shall remain obligated to defend the Intellectual Property Claim and to pay any final judgments awarded against Supplier and/or VWGOA based upon the Intellectual Property Claim.

21.2.2 Supplier shall have no obligation to indemnify VWGOA against any Third-Person claims made against VWGOA or any of its Personnel or Affiliates if it is finally determined that liability is

the sole result of (i) a modification made to a Good by VWGOA which has not been approved by Supplier or (ii) the use by VWGOA of a Good in combination with goods that are not provided to VWGOA by Supplier and which use is not contemplated by the Order and infringes the Third-Person's copyright, patent or trade secret.

- 21.2.3 Indemnification Procedures. The following procedures will apply to all claims for indemnification under this Section:
- 21.2.4 Promptly after receipt by VWGOA of written notice of the commencement or threatened commencement of any civil, criminal, administrative or investigative action or proceeding involving a claim for which a VWGOA may be entitled to indemnification, written notice of such claim will be conveyed to Supplier. However, no failure so to notify Supplier will relieve that Party of its obligations under this Agreement.
- 21.2.5 Each Indemnitee will have the right to select its own legal counsel and experts and to control its own defense in any negotiations or litigation pertaining to a claim covered by this Section (notwithstanding that Supplier is bearing the cost of the defense for the Indemnitees). However, to the maximum extent possible permitted by the circumstances and ethical considerations, counsel for Supplier and counsel for the Indemnitees will work together to avoid duplication of effort or expense, in attorney fees or otherwise. In addition, Supplier and the Indemnitees will make good faith efforts to coordinate their activities so as to take consistent positions in the course of negotiations or litigation.
- 21.2.6 If Supplier controls the defense, Supplier shall timely provide to VWGOA all information with respect to such defense, compromise or settlement as VWGOA may request. Supplier shall not assume any position or take any action in connection with such defense, compromise or settlement that would impose an obligation of any kind (other than the obligations under Section 21 hereof) or restrict the actions of VWGOA, it being understood that Supplier would be acting solely on its own behalf, for its own account and at its own risk.
- 21.2.7 Supplier will obtain the prior approval, which approval will not be unreasonably delayed or withheld, from VWGOA in respect of any proposed settlement of any claims before entering into any settlement of such claims or ceasing to defend such claims.
- 21.2.8 If Supplier does not participate in the defense of a claim covered by this Section 21, the Indemnitees will have the right to defend the claim in such manner as they may deem appropriate, at Supplier's cost and expense. Supplier will promptly reimburse the Indemnitees for all such costs and expenses, demand for which may be made periodically. Notwithstanding anything to the contrary in this Agreement, no limitations on damages or remedies set forth in this Agreement will apply to an Indemnifying Party's obligations to indemnify, defend and hold the Indemnitees harmless against Losses claimed under this Section. Indemnity obligations under this Section shall survive the termination, cancellation or non-renewal of this Agreement.
- 21.2.9 Notwithstanding anything to the contrary in the Order, no limitations on damages or remedies set forth in the Order will apply to an Indemnifying Party's obligations to indemnify, defend and hold the Indemnitees harmless against Losses. Indemnity obligations shall survive the termination, cancellation or non-renewal of the Order. Supplier's obligation to indemnify, defend and hold harmless shall apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise except to the extent of (i) claims that arise solely as a result of the negligence or willful misconduct of VWGOA and (ii) Third-Person claims made against VWGOA or any of its Affiliates as set forth in Section 21 above. The indemnification obligations set forth in these Terms, including this Section, are independent of and in addition to any insurance and warranty obligations of Supplier.

22 Damages and Force Majeure

- 22.1 Direct Damages Limitation. Supplier's aggregate liability to VWGOA for any direct damages, whether based upon contract, tort or any other legal theory resulting from or in any way connected with the performance by Supplier of its covenants and agreements under this Agreement, shall not exceed in the aggregate an amount equal to all Charges paid by VWGOA to Supplier under this Agreement; provided, however, that this direct damages limit of liability shall not apply to Supplier's (i) breach of its confidentiality obligations under this Agreement (ii) breach of its warranty obligations under this Agreement, or (iii) indemnification obligations under this Agreement.
- 22.2 Excluded Damages. Neither Party shall be liable to the other Party for any special, indirect, incidental, consequential or punitive damages (the "Excluded Damages"), whether based upon contract, tort or any other legal theory resulting from or in any way connected with the performance by either Party of their respective covenants and agreements under this Agreement. Neither Party shall be liable to the other Party for the Excluded Damages, whether foreseeable or not, and even if the applicable Party has been advised of the possibility of the Excluded Damages. This Excluded Damages limitation shall not apply to (i) the Parties' confidentiality obligations under this Agreement, (ii) the Parties' warranty obligations under this Agreement, or (iii) the Parties' indemnification obligations under this Agreement.
- 22.3 Force Majeure. Except for payment obligations, any delay or failure of either Party to perform its obligations will be excused if and to the extent that the Party is unable to perform due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God, restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority (whether valid or invalid); embargoes, fires, floods, earthquakes, explosions, natural disasters, riots, wars, sabotage, inability to obtain power, or court injunction or order. Supplier's inability to perform as a result, or delays caused by, Supplier's insolvency or lack of financial resources is deemed to be within Supplier's control. The change in cost or availability of materials or components based on market conditions, supplier actions, or contract disputes or any labor strike or other labor disruption applicable to a Party or any of its Subcontractors or suppliers, will not excuse such Party's performance (under theories of force majeure, commercial impracticability or otherwise), and each Party assumes these risks. As soon as possible (but no more than one full business day) after the occurrence, the affected Party will provide written notice describing such delay and assuring the other Party of the anticipated duration of the delay and the time that the delay will be cured. During a delay or failure to perform by Supplier, VWGOA may at its option: (a) purchase Goods from other sources and reduce its schedules to Supplier by such quantities, without liability to Supplier; (b) require Supplier to deliver to VWGOA at VWGOA's expense all finished goods, work in process and parts and materials produced or acquired for work under the Order; or (c) have Supplier provide Services from other sources in quantities and at a time requested by VWGOA and at the price set forth in the Order. In addition, Supplier at its expense will take all necessary actions to ensure the supply of Services to VWGOA for a period of at least thirty (30) days during any anticipated labor disruption or resulting from the expiration of Supplier's labor contracts. If delay on the part of Supplier lasts longer than thirty (30) days, VWGOA may terminate the Order without liability and Supplier shall reimburse VWGOA for costs associated with the termination.

23 Insurance.

- 23.2 At all times while this Agreement is in effect, Supplier will maintain in force, and cause its Subcontractors to maintain in force, at its each parties own expense, insurance of the type and

in the amounts set forth below:

(a) Property All Risk insurance to cover Software and Hardware in transit, in warehouse or in storage whether on vehicles or in Facility(s) controlled or operated by Supplier or its Subcontractor or any other Third Person: Minimum limit of \$5,000,000 to cover full replacement cost of Software or Hardware including additional storage, clean-up costs, salvage, security, expediting or additional transportation fees. VWGOA will be added as loss payee and additional insured with respect to its interest in Software and Hardware;

(b) Statutory workers' compensation insurance in accordance with the legal requirements of each country, state, territory, or locality exercising jurisdiction over Supplier and Subcontractor Personnel performing Services in such country, state, territory, or locality;

(c) Employer's liability insurance with a minimum limit in an amount not less than \$1,000,000 per accident, covering bodily injury by accident, and \$1,000,000 per policy covering bodily injury by disease, including death;

(d) Comprehensive commercial general liability insurance (written on an occurrence basis and including Contractual Liability and Products and Completed Operations liability insurance) in an amount not less than \$5,000,000 per occurrence, general aggregate products and completed operations aggregate. VWGOA and its Personnel shall be named as additional insureds as respects to their interest in Software and Hardware Comprehensive automobile liability insurance for owned, hired or non-owned vehicles with a combined single limit in an amount not less than \$2,000,000 per accident for bodily injury and property damage liability. VWGOA and its Personnel shall be named as Additional Insured as respects to their interest in Goods.

(e) Professional Liability or Errors and Omissions liability insurance to cover financial Losses due to Supplier's errors or omissions in the performance or failure to perform its professional Service obligations or responsibilities under this Agreement, with a per claim limit in an amount not less than \$5,000,000 and \$10,000,000 in the annual aggregate;

(f) Employee fidelity bond with Third Person liability endorsement or VWGOA added as loss payee in an amount not less than \$500,000; and

(g) Umbrella/excess liability in an amount not less than \$10,000,000 per occurrence. VWGOA and its Personnel shall be named as additional insureds.

(h) Insurance coverage with respect to information and data protection security, cyber liability and similar matters with respect to information security in amounts not less than \$5,000,000.

23.2 All policies described above will be written by insurance companies rated at least A- by A.M. Best's rating service or equivalent. The required insurance will provide primary and non-contributory coverage to VWGOA for claims arising out of or in connection with this Agreement. Supplier and

23.3 Supplier, for itself and its Subcontractors, including their respective insurance carriers, agree to waive any right of subrogation and have no right of recovery from VWGOA, its Personnel or its insurers. Supplier, for itself and on behalf of its Subcontractor warrant that their respective insurance carriers grant them the right to agree to such advance waivers of subrogation. Supplier represents that required types and amounts of insurance will necessarily be adequate to respond to all exposures to Losses. The required limits of insurance shall not be deemed as a limitation or maximum liability as respects the indemnity obligations as set forth under this Agreement. Supplier agrees to be financially responsible for it and its

Subcontractors' respective deductibles, retentions, self-insurance or co-insurance obligations, or claims or Losses in excess of the required insurance coverage limits.

- 23.4 Insurance Documentation. On or before the Effective Date of this Agreement, and annually thereafter upon expiration, Supplier and if applicable its Subcontractors will furnish to VWGOA insurers) evidencing all coverage referenced in this Section. Such certificates or other documentation will include a provision under which the applicable insurer will give at least thirty (30) days' written notice to VWGOA before limits or scopes of coverage are materially altered or insurance is cancelled or non-renewed. Supplier also will require by contract that each subcontractor furnish such certificates and other appropriate documentation to VWGOA and that the certificates or other appropriate documentation include a provision under which the applicable insurer will give at least thirty (30) days' written notice to VWGOA before limits or scopes of coverage are materially altered or insurance is cancelled or non-renewed. In addition, Supplier will promptly advise VWGOA in writing if it becomes aware that required limits or scopes of coverage are materially altered or that required insurance is cancelled or non-renewed.

24 Term of the Order and Termination

- 24.1 Term of the Order. Except as otherwise expressly stated in the Order, the term of the Order will begin on the date it is issued (the "Effective Date") and end on the day which is 180 days after all Goods have been delivered and Services have been performed (the "Termination Date"), unless extended or earlier terminated in accordance with these Terms.
- 24.2 Termination for Convenience. VWGOA may terminate this Agreement at any time after the Effective Date without cause upon 30 days' prior written notice to Supplier.
- 24.3 Termination Without Cause. VWGOA may terminate the Order at any time after the Effective Date without cause upon 30 days' prior written notice to Supplier. Upon receipt of written notice of termination, and unless otherwise directed by VWGOA, Supplier will comply with the requirements of Section 25. Upon termination by VWGOA under this Section, VWGOA will be obligated to pay only the following without duplication: (i) the Order price for all finished Goods and Services in the quantities ordered by VWGOA that conform to the Order and are delivered to and accepted by VWGOA for which Supplier has not been paid and (ii) Supplier's reasonable actual cost of carrying out its obligation under Section 25. VWGOA shall pay for Supplier's reasonable actual cost of merchantable and usable work-in-process, as well as any parts and materials, which VWGOA requests be transferred to it under Section 25. Notwithstanding any other provision herein, VWGOA will have no obligation for and will not be required to pay Supplier, directly or on account of claims by Subcontractors, for lost profits, lost fees, lost business, loss of use, costs associated with business interruptions, unabsorbed overhead, interest on claims, product development or engineering costs, facilities or equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished goods, work-in-process or raw materials that Supplier fabricates or procures in amounts exceeding those authorized in the Order, or general administrative burden charges from termination of the Order, except as otherwise expressly stated in a separate Order issued by VWGOA. VWGOA's obligation for any Supplier claims related to termination will not exceed the obligation VWGOA would have had to Supplier in the absence of termination. Supplier will furnish to VWGOA, within one month after the date of termination, its termination claim, which will consist exclusively of the claims eligible for reimbursement by VWGOA to Supplier that are expressly permitted by this Section. VWGOA may audit Supplier's records before or after payment to verify amounts requested in Supplier's termination claim.

- 24.4 Termination for Cause. Either Party (the "Non-Defaulting Party") may terminate this Agreement if the other Party (the "Defaulting Party") breaches any of its material duties or material obligations under this Agreement or these Terms & Conditions by delivering to the Defaulting Party a written default notice (the "Default Notice"). The Default Notice shall specify (i) the default(s) in reasonable detail, (ii) the action necessary to cure the default(s), and (iii) the cure period within which the Defaulting Party must cure the default(s), which cure period shall not be less than thirty (30) days for a payment default, and ten (10) days for a performance default (the "Cure Period"). If the Defaulting Party cures the default(s) within the applicable Cure Period to the reasonable satisfaction of the Non-Defaulting Party, the Non-Defaulting Party will rescind the Default Notice. If the Defaulting Party does not cure the default(s) during the applicable Cure Period, this Agreement will terminate as of the close of business on the last day of the applicable Cure Period. Upon written notice of termination by VWGOA, Supplier shall promptly return all amounts previously paid to Supplier by VWGOA for the Goods (if any) and, in addition to any other damages, VWGOA shall be entitled to, and Supplier shall pay to VWGOA, damages equal to (i) all costs incurred by VWGOA in connection with the manufacturing of the Goods for the Order, including without limitation training, systems programming, site preparation, cost of supplies and facilities, excepting only such costs as are included in the price of substitute goods obtained from any other manufacturer and, (ii) the difference in price between the Goods to be delivered hereunder and substitute goods.
- 24.5 Termination for Insolvency. VWGOA may terminate this Agreement if Supplier (i) provides VWGOA grounds for insecurity, (ii) files for bankruptcy; (iii) becomes or is declared insolvent or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; (iv) makes an assignment for the benefit of all or substantially all of its creditors; (v) is unable to pay its debts generally as they come due; or (vi) enters into an agreement for the composition, extension or readjustment of substantially all of its obligations, by giving written notice to Supplier of its intention to terminate this Agreement as of a date specified in the written notice, which date will not be less than ten (10) days after the date of the written notice, during which time Supplier may cure such default by causing any such proceeding to be terminated or dismissed, or by providing VWGOA with verification of solvency or otherwise of its ability to perform its obligations hereunder. If Supplier fails to cause such proceeding to be terminated or dismissed or otherwise to provide VWGOA with the information set forth above, this Agreement will terminate on the date set forth in the written notice.
- 24.6 Supplier may terminate this Agreement if VWGOA (i) files for bankruptcy; (ii) becomes or is declared insolvent or is the subject of any proceedings related to its liquidation, insolvency, or the appointment of a receiver or similar officer for it; (iii) makes an assignment for the benefit of all or substantially all of its creditors; (iv) is unable to pay its debts generally as they come due; or (v) enters into an agreement for the composition, extension or readjustment of substantially all of its obligations, by giving written notice to VWGOA of its intention to terminate this Agreement as of a date specified in the written notice, which date will not be less than ten (10) days after the date of the written notice, during which time VWGOA may cure such default by causing any such proceeding to be terminated or dismissed, or by providing Supplier with verification of solvency or otherwise of its ability to perform its obligations hereunder. If VWGOA fails to cause such proceeding to be terminated or dismissed or otherwise to provide Supplier with the information set forth above, this Agreement will terminate on the date set forth in the written notice.
- 24.7 VWGOA may terminate this Agreement or any Order(s) within sixty (60) days after a Change of Control Event by delivering to Supplier during such sixty (60) day period a written notice

of termination for change of control setting forth the date of termination, which date, unless otherwise agreed by VWGOA and Supplier, will be at least thirty (30) days after the date the written notice is delivered to Supplier. This Agreement or the applicable Order(s) will terminate automatically on the date set forth in the written notice unless the written notice is rescinded by VWGOA prior to the termination date.

- 24.8 Upon any termination event the Supplier shall execute measures which shall deliver export files (eg. CSV / SQL DB) of all associated data to VWGOA within the 60 day notice window.

25 Termination Obligations.

- 25.1 Upon receipt of written notice of termination, and unless otherwise directed by VWGOA, Supplier will at no additional cost to VWGOA: (a) promptly terminate all work under the Order on the effective date of termination; (b) transfer title and deliver to VWGOA the finished Goods, the work in process, the parts and materials that Supplier reasonably produced or acquired according to quantities ordered by VWGOA and that Supplier cannot use in producing goods for itself or for others, together with all information and materials related to or otherwise used in connection with the Order, including without limitation packaging, documents, standards, databases, specifications, drawings, manufacturing processes or any other items of value (collectively, "VWGOA's Property"); (c) prior to allocating any amounts received by VWGOA to any other source, Supplier shall upon termination for any reason, first verify and settle any claims by Subcontractors for actual costs incurred directly as a result of the termination; (d) take actions reasonably necessary to protect property in Supplier's possession in which VWGOA has an interest until disposal instruction from VWGOA has been received; and (e) cooperate with VWGOA and its designees and provide the Services reasonably requested by VWGOA or its designees to allow VWGOA's business operations to continue without material interruption or adverse effect, including with respect to VWGOA's new supplier. Effective immediately upon termination and without further notice or legal action, VWGOA may enter Supplier's premises and take possession of all of VWGOA's Property. VWGOA may direct that VWGOA's Property be immediately released to VWGOA or delivered by Supplier to VWGOA in accordance with Section 4. VWGOA shall have no liability with respect to any of VWGOA's Property until such property is in the actual possession of VWGOA.

26 Termination Assistance

- 26.1 Upon expiration or termination of the Order for any reason, Supplier shall, at VWGOA's request, provide transition assistance services as reasonably requested by VWGOA for a period of up to ninety (90) days after the Termination Date (the "Transition Assistance Period") subject to these same Terms and Conditions.
- 26.2 During the Transition Assistance Period, Supplier shall cooperate with VWGOA and its designees and provide the assistance reasonably requested by VWGOA or its designees to allow VWGOA's business operations to continue without material interruption or adverse effect and to facilitate the orderly transfer of responsibility for the Goods and Services then being provided by Supplier to VWGOA or its designees, including the following:
- 26.3 Continuing to perform any or all of the Services then being furnished by Supplier at the rates set forth in the Order,
- 26.4 Developing and implementing, with the assistance of VWGOA or its designees, a plan for

the transition of the Services to VWGOA or its designees upon such terms and at such rates as shall be mutually agreed upon between the Parties, and

- 26.5 Providing training for VWGOA Personnel or its designees in the performance of any Services then being performed by Supplier upon such terms and at such rates as shall be mutually agreed upon between the Parties.

27 Miscellaneous

- 27.1 Publicity. Neither Party will use the other Party's name, trademarks or service marks or refer to the other Party directly or indirectly in any media release, public announcement or public disclosure relating to this Agreement or its subject matter to the extent the materials in such media release, announcement or disclosure have not previously been made publicly available without obtaining specific written consent from the other Party for each such use or release, which consent may be withheld at the Party's sole discretion. This restriction includes, but is not limited to, any promotional or marketing materials, customer lists or business presentations (but not including any announcement intended solely for internal distribution by a Party or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of a Party).

- 27.2 Notices. All consents, written notices, requests, demands, and other communications to be given or delivered under this Agreement will be in writing and will be deemed given: (i) when delivered personally; (ii) on the second Business Day when sent by a nationally recognized overnight courier; and (iii) on the third Business Day after being mailed by certified mail, return receipt requested. All notices to VWGOA shall be sent to Volkswagen Group of America, Inc., 2200 Woodland Pointe Avenue Herndon, VA 20171, to the attention of the named Business Manager, with a copy to the Office of the General Counsel at 2200 Woodland Pointe Avenue Herndon, VA 20171. All notices to Supplier shall be sent to its address as set forth on this Agreement. Either Party may, upon written notice to the other Party change its notice address under this Agreement.

- 27.3 Assignment. Neither Party may assign or sublicense this Agreement without the other Party's prior express written consent. Any attempted assignment or sublicense without such consent will be void. However, VWGOA may assign or sublicense all or a portion of its rights and responsibilities under this Agreement to an Affiliate or to any entity that succeeds to or acquires all or substantially all of the business of VWGOA through a Change of Control Event. The rights and duties of the parties hereunder shall inure to the benefit of and be binding upon their respective successors and permitted assigns and sublicensees.

No Exclusivity. Nothing about the Order shall prevent VWGOA from securing similar or competing services or goods from a third party.

- 27.4 Relationship of the Parties. Supplier, in furnishing Goods and Services to VWGOA under this Agreement, is acting only as an independent contractor. Except as otherwise provided in this Agreement, Supplier does not undertake to perform any obligation of VWGOA, whether regulatory or contractual, or to assume any responsibility for VWGOA's business or operations, and Supplier has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by Supplier. In no event will VWGOA be deemed to be an employer or co-employer of any Supplier Personnel and this Agreement may not otherwise be construed to create a partnership or joint venture relationship between the Parties.

- 27.5 Restriction on Hiring. Both Parties agrees not to hire or solicit for hire any employee or sub-

contractor of the other during the term of this Agreement, provided, however, that the foregoing restriction shall not apply to the extent that such employee may answer a public advertisement for an open position.

- 27.6 Approvals and Similar Actions. Where agreement, approval, acceptance, consent or similar action by either Party is required by any provision of this Agreement, such action will not be unreasonably delayed or withheld. If governmental approval of the sale or use of the Software, Hardware and/or Services in any state is required by any law, court order or regulation, Supplier, at its expense, will obtain such approval in sufficient time to permit the sale or use of the Software, Hardware and/or Services in such state in accordance with VWGOA's schedule, and will furnish an authenticated copy of each such approval to VWGOA.
- 27.7 Modification; Waiver. Except in accordance with Section 27.9, this Agreement may be modified only by a written instrument duly executed by the Parties. No delay or omission by either Party to exercise any right or power under this Agreement will impair such right or power or be construed to be a waiver of the delay or omission. A waiver by either Party of any of the obligations to be performed by the other Party or any breach thereof will not be construed to be a waiver of any succeeding breach thereof or of any other obligation contained in this Agreement.
- 27.8 No Third-Party Beneficiaries. This Agreement for the benefit of the Parties and is not intended to confer any rights or benefits on any Third Person.
- 27.9 These Terms may be amended from time to time. Amendments will be posted on Volkswagen's Supplier Portal website at www.vwgroupsupply.com and will be effective the day of posting. No other notice will be given and Supplier has the obligation to check the website for any such amendments.
- 27.10 Severability. If any term of the Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, the term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with applicable law. The remaining provisions of the Order will remain in full force and effect.
- 27.11 Governing Law. An Order will be governed by the laws of the Commonwealth of Virginia and the United States of America. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any conflict-of-laws provisions that would require application of another choice of law are excluded. The arbitration provisions herein, including their enforceability, will be further governed as set forth in Section 28.
- 27.12 Entire Agreement. Except as otherwise expressly provided in a writing signed by both Parties, the Order, together with the attachments, exhibits, supplements or other terms of VWGOA specifically referenced therein, and these Terms constitute the final, entire, and exclusive agreement between the Parties with respect to the subject matter hereof.

28 Resolution of Claims and Disputes

- 28.1 The Parties agree to resolve all claims and disputes ("Claims") in accordance with this Section 28. For purposes of the Order, a Claim includes any demand, assertion, request or other claim made with respect to any matter arising out of or related to the Goods, Services and/or the Order. Claims must be made by written notice specifying the existence and nature of the claim provided within a reasonable time following the occurrence of the event giving rise to the Claim. The responsibility to substantiate Claims shall rest with the Party making the Claim.

- (a) Initial Meeting. Not less than ten (10) days following receipt of such notice, the Parties

shall meet and attempt to resolve such Claim at the field level (the "Initial Meeting") through discussions between both parties' respective field representatives (the "Representatives").

(b) Second Meeting. If the Representatives cannot resolve the Claim within thirty (30) days after the Initial Meeting, then, upon the request of either Party, the Parties' managers, supervisors, or other designated executives (the "Executives") shall meet again and attempt to resolve such Claim (the "Second Meeting").

(c) Meeting Procedures. At least three (3) Business Days prior to any meetings between the Parties, including the Representatives, the Parties shall exchange any relevant information that will assist the Parties in resolving the Claim. Either Party may elect to be accompanied at any meeting by an attorney provided that the Party intending to be accompanied by an attorney shall give the other Party at least five (5) days' notice of such intention.

(d) Mediation. If the Claim is not resolved not within fourteen (14) days after the Second Meeting, the Parties shall submit the Claim to non-binding mediation. If the Parties cannot agree on a mediator, the Parties shall submit the Claim to the American Arbitration Association ("AAA") for mediation administered in accordance with the Commercial Arbitration Rules and Mediation Procedures of the AAA ("AAA Rules") then in effect. Not less than seven (7) days after the selection of the mediator, the Parties and the mediator shall participate in a pre-mediation conference to determine the time and place of the mediation. All fees and expenses of the mediator shall be shared equally by the Parties and each Party shall submit to the mediator such information or position papers as the mediator may request to assist in resolving the Claim. The Parties (i) will not attempt to subpoena or otherwise use as a witness any person who serves as a mediator and (ii) will assert no claims against the mediator as a result of the mediation

28.2 Arbitration. All Claims not settled or resolved by the Parties in accordance with the settlement and mediation procedures set forth herein shall be resolved by binding arbitration and each Party shall act in accordance with the AAA Rules and in accordance with these Terms and Section 27.11. Notwithstanding any other provision herein to the contrary, if a Claim is not settled or resolved within one hundred and twenty (120) days after the Initial Meeting, either Party may submit the Claim to binding arbitration in accordance with the AAA Rules and in accordance with these Terms.

28.3 Equitable Relief. Notwithstanding any other provision herein to the contrary, either Party may, with respect to a Claim, apply to a court for equitable relief, including a temporary restraining order, preliminary injunction or other interlocutory or relief, provided that such application for equitable relief will not delay or adversely affect in any material respect the date set by VWGOA for completion of the project. The Arbitration Panel (as defined below) shall have the authority to modify any court order granting such interlocutory relief and such court order shall remain in full force and effect until so modified. Any such court or Arbitration Panel order may be enforced in any court having jurisdiction thereof. Any court relief sought under this Section shall be brought in and subject to the exclusive venue and jurisdiction of the courts of Fairfax County, Virginia or its assigned U.S. District Court, as applicable, provided that VWGOA may elect to seek such relief against Supplier in any court having jurisdiction over Supplier.

28.4 Continuing Obligations. In the event of any dispute arising by or between the Parties, each Party shall continue to perform as required under the Contract notwithstanding the existence of such dispute. In the event of such a dispute, VWGOA shall continue to pay the Supplier as provided in the Agreement, excepting only such amount as may be disputed.

28.5 Arbitration Proceedings. The arbitration provisions under the Agreement, including their enforceability, shall be governed by the Federal Arbitration Act or the Virginia Uniform

Arbitration Act, as applicable ("Arbitration Acts"). All arbitration proceedings shall be conducted in Fairfax County, Virginia, USA in the English language in accordance with the AAA Rules.

- 28.6 Arbitrator Qualifications. Unless the Parties otherwise agree in writing, the arbitration shall be conducted using a panel of three (3) arbitrators ("Arbitration Panel") who are selected by the Parties in accordance with the AAA Rules from the AAA National Commercial Panel and who are practicing attorneys who have experience with respect to equipment and supplies transactions for large manufacturing facilities. If the procedures of the AAA Rules do not result in the selection by the Parties of a panel of three (3) arbitrators, then each Party shall appoint to the Arbitration Panel one (1) neutral arbitrator who meets the required qualifications, and the two (2) neutral arbitrators selected by the Parties shall appoint a third neutral arbitrator who meets such qualifications. If either Party does not appoint a neutral arbitrator within two (2) weeks of being notified that it is required to do so, the AAA will appoint an arbitrator for such Party.
- 28.7 Arbitration Award. The Arbitration Panel shall issue a written, reasoned award stating the bases of the award and including detailed findings of fact and conclusions of law. The award rendered by the Arbitration Panel shall be final, and judgment may be entered upon it and enforced without prejudice to the rights of either Party to seek vacation of the award in accordance with the Arbitration Acts in any court having jurisdiction thereof.
- 28.8 Arbitration Fees and Expenses; Attorneys' Fees. Fees and expenses in connection with the arbitration, including without limitation reasonable attorneys' fees and dispute resolution costs, in addition to any other damages or other amounts to which it may be entitled, shall be awarded to the prevailing party. The failure by one Party to pay its share of arbitration fees and expenses in accordance with the AAA Rules shall constitute a waiver of such Party's Claim or defense in the arbitration.
- 28.9 Confidentiality. All arbitration proceedings and other information and matters relating to the arbitration shall be confidential, except to the extent that disclosure is necessary to enforce an arbitration award in a court of competent jurisdiction; provided that any such disclosure shall be to the most limited extent possible to accomplish such enforcement of the award and either Party may seek a protective order in connection therewith. The Parties agree to maintain such confidentiality.
- 28.10 Statute of Limitations. In no event shall a demand for mediation or arbitration be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by applicable statutes of limitations or repose.
- 28.11 Waiver of Joinder Objection. Supplier waives all objections to joinder of Supplier as a party to any mediation, arbitration or litigation related to the Order in which VWGOA is joined with respect to which Supplier's conduct, Goods or Services have some relationship. Supplier also agrees to include in all contracts used or prepared by Supplier similar waivers on behalf of any and all individuals or entities with whom Supplier enters into a contract. Such contracts in which Supplier must include similar waivers include without limitation, contracts between Supplier and any individual or entity having a direct contract with Supplier for any Goods or Services relating to the Order, and any general and supplemental conditions applicable to such contracts.
- 28.12 Joinder. Either Party may include by joinder individuals or entities in accordance with the AAA Rules.
- 28.13 Jury Trial Waiver. VWGOA AND SUPPLIER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED.

EACH OF VWGOA AND SUPPLIER, 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 ARISING OUT OF OR RELATING TO ANY ORDER OR OTHER DOCUMENT PERTAINING TO ANY ORDER.

- 28.14 Claims by Supplier. Any legal action or arbitration proceeding by Supplier under any Order must be commenced no later than one (1) year after the breach or other event giving rise to Supplier's claim occurs, or Supplier becomes aware of the existence (or facts and circumstances giving rise to the existence) of such claim, whichever occurs first.
- 28.15 Battle of the Forms Not Applicable. The parties have agreed and it is their intent that the battle of the forms described in Section 2-207 of the Uniform Commercial Code shall not apply to these Terms or to any invoice or acceptance form of Supplier relating to these Terms. It is the parties' intent that these Terms shall exclusively control the relationship of the parties, and in the event of any inconsistency between any invoice or acceptance form sent by Supplier to VWGOA and these Terms, these Terms shall control.
- 28.16 Remedies Cumulative. Each of the rights and remedies reserved to VWGOAA in these Terms shall be cumulative and the assertion of any party of any right or remedy shall not preclude the assertion by such party of any other rights or the seeking of any other remedies.
- 28.17 Supplemental Terms and Conditions. VWGOA may issue supplemental terms and conditions to address special or additional requirements.
- 28.18 Interpretation. Supplier and VWGOA agree that the Order, including these Terms, was negotiated by the Parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring provisions to be construed or interpreted against any Party as having been drafted by it will not apply.

End of Document