

**JOHN DEERE  
TERMS AND CONDITIONS**

Unless this Purchase Order expressly provides otherwise, it is limited to the terms and conditions set forth herein. Buyer hereby objects to any additional or different terms and conditions proposed by Seller in any proposal, quotation, acknowledgment or other document. Any such proposed terms and conditions shall be void and the terms and conditions herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties. When used in this Purchase Order, the term "Goods" means the items, materials, equipment, software, tooling, parts and/or work or services supplied pursuant to this Purchase Order.

1. **DEFINITIONS.** "Buyer" means Industrias John Deere S.A. de C.V., or its subsidiary(ies) or affiliate(s) executing this Order. "Seller" means any individual, corporation, or other entity providing the Goods. The term "Services" means all services furnished by Seller and purchased by Buyer under this Order. "Goods" means the items, materials, equipment, software, tooling, and/or parts supplied pursuant to this Order.

2. **ACCEPTANCE AND MODIFICATIONS.** This Purchase Order ("Order"), whether or not issued with reference to a quotation or proposal of Seller, shall constitute an offer. Acceptance by Seller is expressly limited to the terms and conditions hereof and is evidenced by commencement of performance. No changes or modifications in this Order shall be valid unless confirmed in writing by Buyer. The Order constitutes the entire agreement between Buyer and Seller for the provision of Goods and/or Services and supersedes any prior or contemporaneous negotiations or agreement related thereto. Seller acknowledges having access to these terms and conditions, including all terms incorporated herein by reference, whether located at a referenced website or otherwise.

3. **TERM.** The term of this Order begins and ends on the dates set forth on the face of the Order, unless terminated by Buyer as allowed by the termination provision of this Order.

4. **PRICE.** The price for the Goods and/or Services is set forth on the Order. Seller warrants that the prices set forth in this Order are complete and that no additional charge of any type will be added without Buyer's prior express written consent.

5. **PAYMENT.** Unless otherwise stated in this Order, invoices for Goods and/or Services shall be paid net 30 days from the date of receipt of the invoice or receipt of the Goods and/or Services, whichever is later ("Payment Due Date"). Discounts offered by Seller to Buyer shall be allowed if payment is made on or before the Payment Due Date. Buyer reserves the right to require Seller to submit invoices electronically as set forth in this Order to Mexico Buyer units. Moreover, Buyer reserves the right to make payment to Seller electronically. Sellers shall submit invoices on a timely basis after Goods and/or Services are delivered. Any invoices submitted after sixty (60) days will not be accepted.

6. **PACKING, PACKAGING, CONTAINERS, AND TRANSPORTATION.** No charge for packing, packaging, containers or transportation will be allowed except as provided for in this Order.

7. **SHIPMENT/DELIVERY** Seller shall ship/deliver Goods and/or Services in accordance with instructions and specifications set forth in this Order. If Goods and/or Services are not shipped/delivered in accordance with Buyer's instructions and specifications, Seller shall be responsible for any additional costs incurred by Buyer as a result of Seller's failure to comply with such instructions and/or specifications. Title to Goods and/or Services shall pass to Deere upon receipt of Goods and/or Services at Deere facilities. Risk of loss to the Goods and/or Services shall remain with the Supplier until title passes to Deere.

8. **DUTY DRAWBACK RIGHTS.** This Order includes all related customs duty and import drawback rights (including rights developed by substitution and rights which may be acquired from Seller's

suppliers) if any, which Seller can transfer to Buyer. Seller shall inform Buyer of the existence of any such rights and upon request, supply such documents as may be required to obtain such drawback.

9. **OVERAGES AND SHORTAGES.** Except in the sole discretion of Buyer, overages or shortages of Goods specified in this Order will not be accepted and such Goods will be held at Seller's risk. Buyer shall have no obligation to keep or preserve any overages or shortages of Goods delivered by Seller. Buyer may, and at Seller's request shall, return the Goods at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller.

10. **FABRICATION AND MATERIAL COMMITMENTS.** Unless otherwise authorized in writing by Buyer, Seller shall not make commitments for materials or fabricate or assemble in advance of time reasonably necessary to comply with the terms of this Order.

11. **PACKAGING AND LABELING LAWS.** Seller shall package, transport and label their containers in accordance with all applicable federal, state, provincial and local packaging, shipping and labeling laws and regulations in effect in the place to which shipment takes place or as specified otherwise by Buyer. In absence of laws regulating the labeling of hazardous substances, Seller shall label such substances or their containers in accordance with WARNING LABELS, MANUAL, L-1, published by the Manufacturing Chemists Association, Washington, D.C. or any ANSI or similar standard enacted subsequent to this Manual.

12. **QUALITY AND WARRANTY: SERVICES.** Seller shall perform the Services, in a professional and workmanlike manner, and in conformity with the specifications set forth in the Order. Seller warrants that all reports, plans, and deliverables provided by Seller under this Order will be complete and accurate, and conform to all specifications and criteria provided by Buyer. Seller also represents and warrants that it shall provide sufficient employees or personnel to perform the Services within the applicable time frames agreed to by the parties and that such employees have sufficient skill, knowledge and training to perform the Services. Time is of the essence in the performance of this Order. Seller warrants that (a) Seller and the Services will not be in violation of any applicable law, rule or regulation and Seller will have obtained any permits or licenses required to comply with such laws and regulations, (b) the Services will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and nondisclosure rights, or any trademark, copyright or patent rights, (c) Seller will not transfer or process personal information under this Order in a manner that necessitates Buyer to obtain consent for the transfer or processing of personal information under applicable law, and (d) it is not subject to and will not enter into any agreements or arrangements which preclude compliance with the provisions of this Order. These warranties are in addition to all other warranties, express, implied or statutory, which may be applicable. Any exclusion or limitation of liability clause or any other clause restricting, in any manner whatsoever, Buyer's remedies in documents of Seller, or otherwise, are hereby objected to and rejected. All warranties and other provisions of this paragraph will survive inspection or acceptance of and payment for the Services and completion, termination or cancellation of this Order.

13. **QUALITY AND WARRANTY: GOODS.** Seller expressly warrants that all Goods covered by this Order will conform to the standards,

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specifications, drawings, samples, models, 3-D geometry or other description furnished or expressly adopted by Buyer, and will be of good material and workmanship, and free from defects, including defect in design (if Seller's design) and, if custom-designed by Seller for the application specified by Buyer, be comparable in quality to similar custom-designed Goods sold for similar applications, and if the Goods are not ordered to Buyer's specifications, Seller further warrants that they will be of merchantable quality and fit and sufficient for the purpose intended. Seller further warrants that so long as Buyer is paying maintenance fees for Goods, the Goods will conform to all operational and functional capabilities and features as set forth in the specifications and will be free of defects that affect the performance of such features. Seller further warrants that all Goods covered by this Order, including but not limited to components and material furnished for or incorporated into the Goods, including Goods intended for distribution as service parts, will comply with all applicable Federal, State, Provincial and local statutes, laws, regulations, orders, and ordinances, including, without limitation, all environmental and occupational health and safety laws and industry standards and Buyer's specifications that restrict or prohibit certain chemical compounds as constituents of Goods as specified in the John Deere Restricted Materials List. The John Deere Restricted Materials List is found at:

1. <http://jdsupply.deere.com/bannedchemicals/>
2. Seller also warrants that its processes shall comply with the John Deere Quality Manual and that the Goods will comply with all current industry safety standards, including labeling requirements and adequate warnings as required. The John Deere Quality Manual is found at: <http://jdsupply.deere.com/qualitymanual/>

14. **Emissions Warranty.** Seller shall timely provide to Buyer, for inclusion into its operator's manuals, emission-related warranty and maintenance instructions approved and/or required by governmental authorities for the Goods. Should Seller fail to do so, Buyer may include in its operator's manuals an emissions-related warranty and maintenance instructions. The emissions-related warranty provided by Seller shall be provided in accordance with applicable government laws and regulations, including but not limited to, the US Clean Air Act, US Environmental Protection Agency and California Air Resource Board engine exhaust emission regulations, 40 CFR §1051.120; §1054.120; §1039.120; and, 13 CCR §2425, as they may be amended. Seller shall reimburse Buyer for costs Buyer incurs in performing emissions-related warranty work on the Goods.

15. **REJECTION.** Goods and/or Services will be received subject to inspection and approval by Buyer after delivery. Upon inspection, Buyer may give Seller notice of rejection or revocation of acceptance notwithstanding any payment, approval, or inspection. No inspection, approval, delay or failure to inspect, or failure to discover any defect or other non-conformance, will relieve Seller of any obligations under this Order or limit, revoke or waive any right or remedy of Buyer with respect to Seller's performance hereunder. If, in Buyer's judgment, the Goods and/or Services do not conform with the requirements of this Order, Buyer will have the right to reject the Goods and/or Services and, in addition to any other rights or remedies it may have, Buyer may, in its sole discretion: (a) seek reimbursement, credit, replacement, or repair as Buyer may direct; or (b) correct, rework, and/or repair the Goods and/or Services with all costs associated therewith to be charged to and paid by Seller. All such non-conforming Goods and/or Services that are so remedied will have the same warranty as stated in Section 12 and/or 13 of this Order from the date of re-delivery.

16. **DEFECTIVE GOODS.** If any of the Goods fail to meet the warranties contained in Sections 12, 13 and 14 (a "Nonconformity"),

Seller shall, upon notice from Buyer, promptly correct or replace those Goods at Seller's expense. If Seller shall fail to adequately address the Nonconformity, then Seller shall reimburse Buyer for all costs to correct or replace the Nonconformity in the Goods. If Seller fails to do so, Buyer may cancel this Order as to all such Goods, and in addition, may cancel the then remaining balance of this Order. After notice to Seller, all such Goods will be held at Seller's risk. Buyer may, and at Seller's direction shall, return such Goods to Seller at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller. Any payment for such Goods shall be refunded by Seller unless Seller promptly corrects or replaces the same at its expense. If any field problem occurs as a result of a Nonconformity in the Goods and is sufficiently serious and widespread to threaten Buyer's marketing of its end product or Buyer's reputation, or poses a previously unforeseen safety hazard or causes any governmental agency, including, without limitation, a governmental consumer product safety agency or the United States Consumer Products Safety Commission, to require a change in Buyer's end product, such that a recall or Product Improvement Program (a "PIP") is a reasonable corrective action, Seller shall pay forthwith to Buyer all costs and expenses reasonably incurred by Buyer in taking such corrective action. If the corrective action is necessary in part because of a Nonconformity in the Goods provided, and in part because of an act or omission of Buyer, said costs and expenses shall be allocated between the parties pro rata according to their respective percentage of fault.

17. **MANUFACTURING CHANGES.** Seller shall give Buyer not less than sixty (60) days prior, written notice of any specification, design, part number or other identification changes, or any major changes in process or procedure or changes in the location of the manufacturing plant or place where Seller performs any of its obligations under this Order if any such changes may affect the Goods.

18. **TERMINATION.** Buyer may terminate this Order for its convenience, in whole or in part, by written or electronic notice at any time. If this Order is terminated for convenience, any claim of Seller shall be settled on the basis of reasonable costs incurred by Seller in the performance of this Order for labor and materials which are not usable by Seller for other goods it manufactures. Materials for which Seller is reimbursed shall become the property of Buyer and be surrendered to it upon Buyer's request. Seller shall safeguard and shall not destroy such materials without Buyer's consent. Notwithstanding the foregoing, the License herein shall survive termination of this Order.

19. **DELAYS.** If Seller fails or refuses to proceed with this Order, or if Seller fails to make delivery, or Buyer refuses to accept delivery in accordance with the delivery schedule, the other party may cancel the then remaining balance of this Order unless the delay is an "excusable delay" as hereinafter defined. An "excusable delay" shall not constitute a default under this Order. The term "excusable delay" as used in this section means any delay in making or accepting deliveries which results without fault or negligence on the part of the party involved and which is due to causes beyond its control including, without limitation, acts of God or of the public enemy, any preference, priority or allocation order issued by Government or any other act of Government, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, and delays of a party's supplier due to such causes. For greater certainty, "excusable delay" does not include any strike, lock-out, labor dispute or inability to obtain labor, utilities, services or raw materials. Each party shall promptly notify the other of any such delay and the cause thereof.

20. **INDEMNIFICATION.** Seller shall, at its expense, protect, defend, hold harmless and indemnify Buyer its subsidiaries, affiliates, authorized dealers and distributors and their officers, directors,

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employees, agents, successors, assigns, and customers, from and against any and all claims, suits, allegations, judgments, actions, liabilities, losses, damages, costs and expenses, including, but not limited to, attorneys' fees and expenses (the "Loss") arising out of, resulting from, related to or associated with:

a) injury, loss or damage of any nature or kind claimed by a third party, and caused by or arising from, or alleged to have been caused by or arising from, or existing because of, infringement or alleged infringement, of any patent or copyright, or wrongful use of third-party trade secrets or proprietary information, for or on account of the manufacture, sale, offer for sale, or use of any Goods and/or Services, except in the case where Seller's compliance with specifications prescribed by and originating with Buyer constitutes the sole basis of such infringement, alleged infringement, or wrongful use. If the use or sale of any Goods and/or Services furnished hereunder is enjoined as a result of such suit, Seller, at its option and at no expense to Buyer, shall obtain for the party to be indemnified (including Buyer's customers, if applicable) the right to use and/or sell the Goods and/or Services or substitute acceptable equivalent Goods and/or Services and extend this indemnity thereto;

b) Seller's negligence, strict liability or other claim involving the design, manufacture, material and/or workmanship of the Goods and/or Services or the warnings or lack thereof;

c) Seller's breach of this Order; or

d) Seller's possession, use, repair or maintenance of the Property under Section 33.

e) Seller is bound to pay Buyer for the amount of damages on its facilities and/or on its equipment due to an improper use or because of Seller's personnel negligence.

**21. INDEMNIFICATION PROCEDURE.** Failure of Buyer to discover and/or remedy the act(s) or omission(s) shall not excuse Seller from this obligation. Buyer shall promptly notify Seller in writing of the Loss. Buyer shall cooperate in, but not be responsible for the investigation and defense of the action in respect of the Loss or for any costs and expenses associated therewith. Should Seller fail to assume its obligation hereunder, Buyer shall have the right, but not the obligation, to defend itself and to thereafter require Seller to reimburse and indemnify Buyer for any and all costs and expenses, including legal fees, paid by Buyer in connection therewith. Any insurance maintained by Seller as required by the terms of this Order shall in no way be interpreted as relieving Seller of any responsibility under this section. Sections 20 and 21 shall survive termination, cancellation or expiration of this Order.

**22. INSURANCE REQUIREMENTS.** At the Seller's own expense, Seller agrees to carry civil responsibility or commercial general liability insurance sufficient to cover any damages owed to Buyer under applicable indemnity in Section 20, regardless of whether or not the damage incurs on or outside Buyer's premises. Such insurance shall be maintained by Seller throughout the term of this Order.

**23. ENVIRONMENTAL.** Seller agrees to comply with all local, state and federal statutes, ordinances, decrees, rules and regulations governing the environment and the handling, storage, spillage, reporting, remediation, cleanup, disposal and transportation of hazardous, toxic, polluting or contaminating substances ("Environmental Laws") at all times during the entire term of this Order. Seller also agrees to obtain at Seller's expense all licenses or permits necessary for the conduct of its operations and performance of its obligations under this Order in compliance with Environmental Laws. Seller agrees to accord Buyer access to Seller records and procedures for the inspection and monitoring of compliance with said Environmental Laws, as such records and procedures relate to the Services, on reasonable notice. Seller agrees to report immediately to all appropriate governmental bodies and regulatory agencies any spill, leak, contamination, unauthorized release, reportable violation of any Environmental Laws or other environmental damage to property will

immediately be reported to all appropriate governmental bodies and regulatory agencies. If such event is related to the Services, Seller also agrees to report the event to Buyer. If Seller receives any notice of inspection, violation, noncompliance or citation from any governmental body or regulatory agency, or any notice of a private claim, involving Environmental Laws and relating to Services, Seller agrees to notify Buyer of such notice within five working days of Buyer's receipt of the notice.

Seller agrees to protect, defend, hold harmless and indemnify Buyer and Buyer's officers, directors, employees, agents, successors and assigns, from and against any and all claims, suits, allegations, judgments, actions, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorney and expert witness fees) on account of personal injury or property damage caused by, or arising from, or alleged to have been caused by or arise from, Seller's failure to comply with Environmental Laws. The indemnification provision in this Section shall survive termination, cancellation, or expiration of this Order.

**24. SAFETY.** Seller and all individuals that Seller assigns, or sub-contracts with, to perform work or services at Buyer's facilities shall comply with Buyer's "Factory Safety Regulations" and its "Contractor Safety Policy" and all occupational health and safety and environmental legislation and regulations and all applicable industry standards.

**25. CERTIFICATION. [FOR SELLERS LOCATED IN THE U.S. ONLY]** Seller hereby certifies that it will fully comply with Executive Order 11246, as amended by Executive Order 11375, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, Executive Order 11625, as amended, and Executive Order 13201 and the rules and regulations issued thereunder which are incorporated by reference as appropriate. Seller commits itself to such compliance by acceptance of this Order.

**26. UTILIZATION OF SMALL BUSINESS CONCERNS. [FOR SELLERS LOCATED IN THE U.S. ONLY]** For purchases in excess of \$550,000, Seller (unless it is a small business concern) hereby certifies that it will adopt a subcontracting plan that fully complies with the requirements of FAR 52.219-9.

**27. APPLICABLE LAWS.** Seller, in the performance of this Order, shall comply with all applicable Federal, State, Provincial and local statutes, laws, regulations, order and ordinances and agrees, upon request, to furnish a certificate to such effect in such form as Buyer may from time to time require. The UN Convention on Contracts for the International Sale of Goods is hereby specifically excluded from this Order. **[FOR SELLERS LOCATED IN THE U.S. ONLY:** Seller, in the performance of this Order, shall comply with the provisions of the United States Fair Labor Standards Act of 1938, as amended. This Order and the rights and obligations of the parties hereunder, shall be construed and interpreted in accordance with the laws applicable in Mexico. Likewise, the parties expressly agree to submit to the jurisdiction of the Courts sitting in, the city of Monterrey, Nuevo León, and hereby expressly waive all rights to any other jurisdiction to which they may now or hereafter have by reason of its present or subsequent domiciles, or otherwise.

**28. ASSIGNMENT.** Neither party shall assign or transfer this Order or any interest therein or monies payable thereunder without the prior, written consent of the other party, and any assignment made without such consent shall be null and void, except that Buyer may assign this Order and its interest therein to any affiliated corporation or to any corporation succeeding to Buyer's business without the consent of Seller.

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29. **TAXES.** Unless otherwise stated, the prices do not include sales, use, excise, and similar taxes applicable to the Goods and/or Services or the materials used in the manufacture of Goods and/or Services. All such taxes and charges shall be shown separately on Seller's invoices.

30. **REMEDIES.** No remedy herein provided shall be deemed exclusive of any other remedy allowed by law.

31. **CONFIDENTIALITY.** This Order and any material transmitted herewith may contain information confidential or proprietary to Buyer, its subsidiaries or affiliates and, including any personal information provided, such information is not to be used by Seller other than the purpose for which it was transmitted to Seller. Seller shall hold such information in strictest confidence and not disclose such information to third parties without the prior, written consent of Buyer. Seller will execute a confidentiality and non-disclosure agreement as required by Buyer. Seller will promptly return or destroy such information upon conclusion of the arrangement, or earlier if requested by Buyer, Seller shall notify Buyer immediately and provide full information regarding any potential data breach.

32. **BUYER'S PROPERTY.** Seller hereby assigns to Buyer all right, title and interest in any items or materials (including those supplied or financed by Buyer), patents, copyrights, trade secrets, or any other intellectual property resulting from or arising in connection with Seller's delivery of Goods and/or performance of the Services under this Order. Seller hereby irrevocably waives any moral rights it has in any such intellectual property.

33. **BAILMENT.** Machinery, equipment, tools, jigs, dies, patterns, drawings, specifications and samples furnished to Seller by Buyer on other than a charge basis, or which are separately billed to Buyer ("Property"), shall be held by Seller as bailee. Upon the completion of this Order, all such Property shall be returned to Buyer or otherwise satisfactorily accounted for by Seller. Seller, at its expense, shall insure all such Property for the reasonable value thereof against loss or damage of any kind.

34. **SPECIAL TOOLS.** Unless otherwise stated, all special tools, dies, jigs, patterns, machinery and equipment needed by Seller for the performance of this Order shall be obtained by Seller at its expense and shall be the property of Seller.

35. **CODE OF CONDUCT.** Seller shall comply with the John Deere Supplier Code of Conduct, which is found at:

<https://investor.deere.com/our-company/investors-relations/corporate-governance/supplier-code-of-conduct/default.aspx>

36. **PROHIBITION OF USE OF DEERE NAME AND TRADEMARKS.** Seller shall not use the name of Deere & Company, Deere, John Deere, any affiliates or derivations, trademarks, trade dress, logos or the equivalent thereof in advertising or sales materials or in any other manner whatsoever without prior express written approval of Buyer. Such prohibition includes, without limitation, the following:

- (a) Seller shall not refer to the existence of this Order without Buyer's prior express written approval;
- (b) Seller is allowed to use the name Deere strictly pursuant to meeting Seller's unilateral disclosure obligations imposed by regulatory bodies, such as the SEC;
- (c) Seller is not allowed to make any statement or representation whatsoever regarding Buyer's opinion of Seller's company, product or services without Buyer's prior express written approval; and
- (d) If Buyer provides prior express written approval for the use of its name, Buyer further reserves the right to revoke the use of its names at any time.

37. **RIGHT TO AUDIT CLAUSE.** Buyer shall have the right to perform audits from time to time of Seller's costs and other items related to the terms of this Order. Seller shall, upon reasonable request and during reasonable business hours, make available for examination and reproduction by Buyer and its duly authorized agents, such books, records, and invoices of Seller as may be necessary to perform an audit pursuant to this Section. Such audits may be performed while this Order is in effect or within one year after its termination.

38. **INDEPENDENT CONTRACTOR.** Seller is an independent contractor. All individuals that Seller assigns, or sub-contracts with, to perform work or services are deemed to be Seller's "employees". Nothing in this Order, and no conduct, communication, trade practice or course of dealing between the parties or their subsidiaries or affiliates, shall be interpreted or deemed to create any partnership, joint venture, agency, or fiduciary relationship. Seller has its own elements and they are enough to comply with the obligations assumed according to the terms of this Contract on Article 13 of the Federal Labor Law; therefore, it cannot be considered an intermediary. All and each of the liabilities and responsibilities that exist for workers or employees are to be covered by Seller and/or the Subcontractor (if it is the case). Consequently, they will be the exclusive responsibility of Seller and/or Subcontractor to pay the salaries, labor benefits, overtime if required, labor indemnifications, professional risks or any other obligation or benefit as stated in the Labor Federal Law, the Social Security Law and any other applicable law for the workers or employees that Seller hires.

Considering this, Seller will be responsible for all kind of individual or collective claims submitted by the workers against Seller or against Buyer, or both.

Seller is bound to indemnify and let Buyer free of any demand, dispute, responsibility or claim as a result of the aforementioned, as well as to reimburse all expenses made that result from these concepts.

As well, Buyer will not provide Seller personnel with any kind of recognition, welcome letter, uniforms, business cards, credentials and/or identification badges that identify them as a Buyer employee. In any case, the uniforms used by Seller's personnel should show the logo and name of Seller in a visible place.

39. **EQUIPMENT USED IN THE PERFORMANCE OF SERVICES.** For Services performed on Seller owned or leased real estate, Seller shall only use equipment manufactured or distributed by Buyer, or its affiliates or subsidiaries, in performing the Services (to the extent Buyer manufacturers or distributes the requisite equipment) and shall not use any equipment manufactured or distributed by a competitor of Buyer. In the event Seller requires the use of equipment manufactured or distributed by a competitor of Buyer, Seller shall obtain the prior written approval of Buyer before using such equipment.

40. **PRICING VIA ELECTRONIC DATA INTERCHANGE (EDI).** When pricing is sent on delivery schedule data via electronic format(s), the price is for information only and may not be the contract price for all delivery due dates.

41. **LICENSE GRANT.** Subject to the terms of this Order, Seller grants to Buyer and its affiliates a perpetual, worldwide, fully paid-up, irrevocable, sublicensable, non-exclusive license to manufacture, sell, offer for sale, import, display, copy, derivative work created, or use any Goods and/or Services furnished by Seller under Seller's Intellectual Property as necessary for Buyer ("License"). Said License permits the use of one or more Goods and/or Services at as many Buyer and its affiliates' locations and on as many Buyer and its affiliates' owned, leased or operated computers as Buyer and its affiliates may desire, provided that such Goods and/or Services are not in simultaneous

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productive use in a quantity greater than authorized as set forth in the product schedule. Unless specifically agreed by Buyer and Seller in writing, the terms and conditions of this Order apply to all Seller Goods and/or Services provided to Buyer at any time. This Agreement does not grant Seller a license under any patent, copyright, trade secret or other intellectual property right owned or controlled by Buyer or any related entity, including but not limited to, any name, trade dress, logo or equivalents.

**42. USE BY OTHER PARTIES.** The License also permits use of the Goods and/or Services by third parties, including the following parties wherever those parties may be located: (i) on home or portable computers by employees and third parties working on projects for Buyer and its affiliates while traveling or working at home, (ii) by one or more third parties to perform information processing services for Buyer and its affiliates, (iii) by suppliers working on projects for Buyer and its affiliates; dealers; customers; consultants; auditors; temporary or contracted personnel; and (iv) by others who have authorized access to Buyer's information processing network and/or computers owned, controlled or operated by Buyer or its affiliates.

**43. INSTALLATION.** The License permits installation and use of the Goods and/or Services for installation testing, disaster recovery testing, disaster recovery, internal classes and training exercises at no charge to Buyer.

**44. EXCLUSIVE OWNER.** Seller represents and warrants that Seller is the exclusive owner of the Goods and/or Services, or otherwise has the legal right and power to grant to Buyer and its affiliates the License granted hereunder without violating any rights of any third party.

**45. NO ACCESS.** Seller represents and warrants that the Goods and/or Services does not and will not contain any computer code or other mechanism that would allow Seller or others to access information on Buyer's computers, computer systems, or networks for any purpose including, without limitation, viewing, transmitting or conveying such information to the Seller or any other parties that Buyer has not otherwise specifically granted access to that information.

**46. NO OPEN SOURCE SOFTWARE.** Seller represents and warrants that, to the best of its knowledge after proper due diligence and inquiry, the Goods and/or Services does not include any portion of any Open Source Software except for that noted in any associated product schedule. Seller agrees it shall defend, indemnify and hold harmless Buyer, its affiliates and any other entity licensed to Use the Goods and/or Services against any and all losses, damages, costs and expenses arising from or relating to a breach by Seller of any of its obligations or representations of this warranty, including, without limitation, any third party claims in connection with such breach.

**47. EXPORT COMPLIANCE.** The parties acknowledge that the technology, information and materials provided by Seller to Buyer hereunder may be subject to the export and foreign trade control laws and regulations of the United States, including, without limitation, the U.S. Commerce Department's Export Administration Regulations and regulations of the U.S. Treasury Department's Office of Foreign Assets Control, that potentially restrict or impose prior licensing requirements for the transfer or disclosure of the technology, information or materials to other parties, which are hereby incorporated by reference as appropriate. If such technology, information and materials is subject to such laws, Seller will promptly inform Buyer of such restraints. Seller hereby represents and warrants that it and its employees and contractors shall comply with all U.S. export and foreign trade control laws and regulations with respect to the release or distribution of any such technology, information or materials, including U.S. laws and regulations prohibiting exports, re-exports or disclosure of U.S. origin technology or materials to:

(a) countries subject to comprehensive economic embargo sanctions or designated as terrorist-supporting by the United States (currently Cuba, Iran, North Korea, Sudan and Syria, and subject to change); the government entities of such countries, wherever located; nationals of such countries, wherever located (including specifically, employees or contractors in the United States on temporary visas); or any person, wherever located, known to be acting for or on behalf of such a country;

(b) other entities or persons designated on the Treasury Department's list of Specially Designated Nationals and Blocked Persons, the Commerce Department's Denied Party list or Entity list, or persons otherwise prohibited from receiving such information or materials under U.S. export law or regulation (see [www.bis.doc.gov](http://www.bis.doc.gov) for information); or

(c) any end-user engaged in design, development or production of chemical, biological, or nuclear weapons.

**48. VIRUS AND DISABLING DEVICES PROTECTION.** Seller represents and warrants that it shall use the most effective methods and techniques reasonably available to Seller to check the Goods and/or Services, prior to delivery to Buyer, for the presence of viruses and to remove and destroy any such viruses found in the Goods and/or Services and, to the best of Seller's knowledge at the time of shipment, the Goods and/or Services delivered hereunder contains no viruses. Seller further represents and warrants that the Good does not and will not contain any computer code or any other devices that would disable the Goods and/or Services or impair in any way its operation based on the elapsing of a period of time, checking for a specific CPU/server serial number or network address, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs", "time locks" or "drop dead" devices) or that would permit Seller to access the Goods and/or Services to cause such disablement or impairment (sometimes referred to as a "trap door" or "self-help" device).

**49. ANTI-BRIBERY.** Seller (which for purposes of this Section shall include all of its employees, agents and affiliates) agrees that it will not bribe, attempt to bribe, or accept bribes from, any government officials or employees, public international organizations, politicians, political parties, or private individuals or entities. Seller acknowledges and agrees that it is familiar with and will abide by the anti-bribery laws in the countries in which it does business (which may include, among others, laws promulgated under the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials, the UN Convention Against Corruption, the U.S. Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act). Seller also agrees it will not take any action that would cause Buyer to be in violation of the FCPA, the UK Bribery Act, or other anti-bribery laws. Seller attests that it is taking similar actions with its supply base to ensure compliance with anti-bribery laws.

Seller agrees that its books, records, and accounts shall accurately and properly reflect any and all payments by, and transactions of, Seller and that it shall maintain an adequate system of accounting. Buyer shall have the right to periodically audit Seller's books and records. Seller further agrees that it shall not make facilitation payments on behalf of Buyer.

If Seller discovers that it has violated any of the provisions in this Section, Seller shall immediately notify Buyer and cooperate with any investigations by Buyer. Seller agrees that, in addition to Buyer's termination rights otherwise set forth in this Order, Buyer may immediately terminate this Order in the event of a violation of this provision by Seller and, further, Buyer shall not be required to make any payments to Seller that might otherwise be due if such payments are related to a transaction in which Seller has violated this Section. Furthermore, if Buyer is penalized for failing to prevent a person from

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bribing on Buyer's behalf based on Seller's actions, Seller shall, unless prohibited by applicable law, reimburse Buyer for any fines or penalties levied against Buyer in connection with such violation.

50. **NO WAIVER.** The failure of a party to enforce a provision, exercise a right or pursue a default of this Order shall not be considered a waiver. The express waiver of a provision is to be effective only in the specific instance, and as to the specific purpose, for which it was given.

51. **CONFLICT MINERALS.** Seller shall timely assist Buyer with governmental requirements related to Conflict Minerals (as defined herein), including:

1. Providing all documentation, declarations or certificates reasonably requested by Buyer;
2. Undertaking reasonable due diligence with its supply chain to determine the chain of custody and origin of the Conflict Minerals, including developing policies and management systems to use Conflict Free Minerals and making these requirements apply to its direct suppliers and sub-tier suppliers and requiring them to do the same with lower tiers of suppliers;
3. Taking measures to purchase parts, components or materials from direct suppliers and sub-tier suppliers who source minerals for their products from smelters or refiners validated as being Conflict Mineral Free in accordance with a nationally or internationally recognized due diligence framework;
4. Complying with information requests on the source and origin of conflict minerals in the Goods and/or Services, components and materials provided to Buyer; and,
5. Maintaining chain of custody data for five years and providing same to Buyer upon request.

As used in this section, the term "Conflict Minerals" means minerals identified by Buyer and mined in countries of armed conflict and human rights abuses, including but not limited to, the Democratic Republic of the Congo and/or its adjoining countries (collectively, the "Covered Countries"). The term "Conflict Free Minerals" means conflict minerals that do not directly or indirectly finance or benefit armed groups in Covered Countries.