

## Master Terms and Conditions of Purchase

1. Applicability; Entire Agreement; Term. These Master Terms and Conditions of Purchase (the “**Master Ts&Cs**”), together with the agreement(s) executed by both Parties (if any) relating to the subject matter of any PO (the “**Contract**”) and each PO (as defined in Section 5 below) which accompanies or references these Master Ts&Cs, including all terms and conditions set forth, incorporated, or referenced or attached thereto or therein (“**PO Terms**”), and together with all SOWs (as defined in Section 4 below), if any, are the only terms which govern the matters set forth in any PO, and comprise the sole and entire agreement (the “**Agreement**”) by and between the Vessco Water Entity (as defined in Section 3 below) submitting the applicable PO (“**Buyer**”) and the supplier entity to whom the PO is addressed (“**Seller**,” together with Buyer, the “**Parties**,” and, each, a “**Party**”) with respect to the subject matter of the PO, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral with respect thereto. If there is no Contract between the Parties, the PO is an offer (or, in the event Seller has previously made or later makes any other offer, counteroffer, proposal, or quotation with respect to the subject matter of the PO, a rejection by Buyer of same and a counteroffer) by Buyer for the purchase from Seller of the goods specified in the PO (the “**Goods**”) in the quantity specified in the PO in accordance with and subject to the Master Ts&Cs and PO Terms. This Agreement applies to any repaired or replacement Goods provided by Seller hereunder. Each PO, together with its PO Terms, these Master Ts&Cs, any applicable Contract terms, and any SOW for Services (as defined below) in connection with such PO (if any) shall constitute a separate Agreement, and the term of each Agreement shall commence on Acceptance (as defined in Section 6 below) and, unless earlier terminated as provided in this Agreement, shall expire upon Buyer’s acceptance of the last Goods or Services (whichever is last accepted) under such PO (the “**Term**”).

2. Rejection of Other Terms; Order of Precedence. Without limiting Section 1 of these Master Ts&Cs, the Parties acknowledge and agree that this Agreement prevails over any terms or conditions contained in any other documentation and expressly excludes and prevails over any of Seller’s general terms and conditions of sale, any terms or conditions accompanying any proposal, quotation, offer, acceptance, acknowledgement, shipping documentation, or invoice issued by Seller, or any other document issued by, or terms and conditions or communication of, Seller in connection with this Agreement (collectively, “**Seller-Proposed Terms**”), including any provision thereof relating to order of precedence, conflicts, or “battle of the forms,” all of which, notwithstanding anything to the contrary in any Seller-Proposed Terms, whether provided or made available by Seller prior to or after Buyer’s provision of the PO, are hereby expressly objected to and rejected, and all of which shall be deemed void and of no effect. Neither acceptance of any goods or services, nor any other act or omission of Buyer, shall be deemed to constitute acceptance of any Seller-Proposed Terms. This Agreement, including, for clarity, all POs, expressly limits Seller’s acceptance to the terms of the Agreement, which, upon Acceptance, Seller accepts without qualification or conditions. Capitalized terms used but not defined in these Master Ts&Cs shall have the meaning ascribed to them in the applicable portion of the Agreement. Notwithstanding anything to the contrary in the Contract (if any), in the event of any ambiguity, inconsistency, or conflict, terms and conditions will control in the following order of precedence: (a) the PO Terms; (b) these Master Ts&Cs, (c) any SOW, and (d) the Contract (if any); and these Master Ts&Cs shall be deemed an amendment to the Contract.

3. Vessco Water Entities; Customers. “**Vessco Water Entity**” means any of the direct or indirect subsidiaries of Vessco Midco Holdings, LLC (“**Vessco Water**”). Any Vessco Water Entity may purchase Goods or Services from Seller for its own account, in which case all references to “Buyer” in this Agreement shall be deemed to refer to such Vessco Water Entity, but for purposes of the applicable PO(s) only. Seller shall, unless otherwise instructed by Buyer, bill each such Vessco Water Entity separately for the Goods sold to such Vessco Water Entity. Notwithstanding anything to the contrary in the Contract, the liability of each Vessco Water Entity and Vessco Water under this Agreement shall be several and not joint, each Vessco Water Entity shall only be liable for those obligations expressly set forth in a PO to which it is a party, and in no event will Vessco Water be liable for any of the obligations or liabilities of any other Vessco Water Entity pursuant to this Agreement, even if Vessco Water is a party to the Contract. “**Customer**” means any direct, indirect, or downstream customer or user receiving or using any Goods or Services, or any portion of any of them, including all end users of all or any part of the Goods or Services.

4. Additional Services. The Parties may, from time to time, agree to additional terms for the provision of services by Seller to Buyer, which are not contemplated by this Agreement as of the time of execution by both Parties (“**Additional Services**” and together with all other services provided by Seller pursuant to this Agreement, the “**Services**”). In such case, the Parties will set forth such additional terms in one or more statements of work referencing this Agreement (each, an “**SOW**”), each of which, upon execution by both Parties, will be deemed incorporated into and made a part of this Agreement, and Seller will provide the Additional Services, and each Party will perform its related obligations, as set forth in such SOW. All deliverables and work product Developed (as defined below) by or on behalf of Seller or any of its Personnel (as defined below), including pursuant to this Section 4 of these Master Ts&Cs, will be deemed “**Goods**” for purposes of this Agreement, including the warranties hereunder. “**Personnel**” of a Party means any and all agents, employees, contractors, or subcontractors engaged or appointed by such Party or any of its affiliates, but excluding the other Party. “**Developed**” means created, conceived, developed, produced, authored, originated, invented, gathered, compiled, made, possessed, owned, controlled, obtained, or acquired.

5. Purchase Orders. “**PO**” means Buyer’s purchase order(s) which may be issued to Seller from time to time hereunder, which may, among other things, specify items such as: the Goods to be purchased, including make/model number, UPC, SKU, or other product identifier; the quantity of each of the Goods ordered; the delivery date for the Goods ordered (“**Delivery Date**”); the unit Price for each of the Goods to be purchased; the billing address; and the address for delivery of the Goods ordered.

6. Acceptance of PO, Delivery Date, Quantity, Delivery Location. No PO will be binding on Buyer until Seller accepts the PO in writing or otherwise engages in conduct which should reasonably be interpreted by Buyer as acknowledging the existence of a contract relating to the subject matter of the PO, including by notifying Buyer that Seller has started to perform in accordance with same (any of the foregoing, “**Acceptance**”). The PO will automatically be deemed Accepted 10 days after Seller’s receipt thereof, if Seller has not rejected same in writing. Buyer may withdraw the PO at any time before it is Accepted by Seller. Seller shall deliver the Goods in the quantities, and on the Delivery Date, specified in the PO or as otherwise agreed in writing by the Parties. If the subject matter of the PO overlaps with a previously agreed PO between the Parties, the more recent PO will govern unless otherwise directed by Buyer, and Buyer may terminate the prior PO upon written (email being sufficient) notice to Seller. Time, quantity and delivery to the Delivery Location (as defined in Section 7 below) are of the essence under this Agreement. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and such failure to meet the Delivery Date shall constitute a breach of this Agreement for all purposes, including for purposes of indemnification pursuant to Section 16. If Seller delivers more or less than the quantity of Goods ordered, or delivers Goods prior to the Delivery Date, Buyer may reject all or any excess or other affected Goods, or keep such Goods and Seller will pay all costs incurred by Buyer to store and insure same, which Buyer may offset against the Price. Any rejected Goods shall be returned to Seller at Seller’s risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price (as defined in Section 10 below) for the Goods shall be adjusted on a pro-rata basis.

7. Shipping Terms, Title, Packaging. Unless otherwise stated in the PO, Buyer will arrange for all shipping, and, subject to the remainder of this Section 7, shipping terms will be FOB Origin, Freight Collect, for Goods shipped within North America, or DDP Delivery Location, Incoterms 2020, for all other shipments. Seller shall deliver all Goods to the address specified in the PO or other mutually agreed location, or, absent either of the foregoing, the applicable job site (the “**Delivery Location**”). When Seller is arranging shipping, Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation, and Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading, and any other documents necessary to release the Goods to Buyer no later than three business days after Seller delivers the Goods to the transportation carrier. The PO number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the PO. Title passes upon the earlier of payment in full by Buyer or delivery of the Goods to the Delivery Location. All Goods shall be packed for shipment according to Buyer’s instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller’s expense. If Buyer determines that Seller’s deliveries are so far behind schedule that Buyer requires express shipments, then Seller will pay the express charges, and if Buyer determines that Seller’s deliveries are so far behind schedule that Buyer is compelled to use material not according to Buyer’s specification, or at a higher cost, then, without limiting or waiving any other rights or remedies of Buyer under this Agreement, applicable Law (as defined below), or otherwise, Seller will pay whatever additional costs, expenses, losses, or damages Buyer sustains arising out of same. Without limiting the foregoing, if Seller does not comply with any of its delivery obligations under this Section 7, Buyer may, in Buyer’s sole discretion and at Seller’s sole cost and expense, (a) approve a revised Delivery Date, (b) require expedited or premium shipment, or (c) cancel the applicable PO and obtain similar goods from other sources. The risk of loss with respect to Goods shipped under any PO, passes from Seller upon actual receipt at the Delivery Location. Delivery times will be measured to the time that Goods are actually received at the Delivery Location. “**Law**” means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, order, writ, judgment, injunction, decree, stipulation, award, determination, or other requirement or rule of law of or entered by or with any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

8. Amendment and Modification of PO. Prior to Seller’s Acceptance of the PO, Buyer may add, delete, or modify any term or condition therein, but must do so in writing, or orally followed by prompt written confirmation, in each case email being sufficient. Notwithstanding anything to the contrary in this Agreement, in the event Buyer is delayed or restricted in its ability to make use of the Goods as originally contemplated by reason of any event beyond its reasonable control, Buyer may postpone the Delivery Dates, or cancel, terminate, or modify this PO in whole or in part to such extent as is reasonable under the circumstances without any obligations or liability to Seller. Modifications by Buyer in accordance with any of the foregoing shall be deemed part of this Agreement when made as provided in this Section 8.

9. Improvements and Changes to Goods. The Parties may continue to collaborate during the Term to troubleshoot and improve the Goods, and to consider the development of new versions, updates, upgrades, revisions, changes, expansions, extensions, enhancements, improvements, modifications, or derivative works (collectively, “**New Versions**”) thereof. Once Developed by or on behalf of Seller or any of its Personnel, each New Version shall be deemed to be part of the “Goods” hereunder.

10. Payment Terms and Pricing. (a) The price of the Goods is the price stated in the PO (the “**Price**”), which shall be consistent with the pricing set forth in the Contract (if any). If no price is included in the PO, the Price shall be the price set forth in the Contract, or, if there is no Contract, the price set out in Seller’s published price list in force as of the date of the PO. Unless otherwise specified in the PO, the Price includes all packaging, transportation costs to the Delivery Location, insurance, tariffs, customs duties and fees and applicable taxes, including, but not limited to, all sales, use, and excise taxes. No increase in the Price is effective, whether due to increased material,

labor, or transportation costs or otherwise, without the prior written consent of Buyer.

(b) Seller may invoice Buyer for Goods after acceptance by Buyer, which, unless otherwise agreed by the Parties in writing, shall be payable (except amounts disputed in good faith by Buyer) within 60 days of the later of (i) Buyer's receipt of invoice; or (ii) Buyer's receipt of payment in full for the Goods from Buyer's Customer. For clarity, notwithstanding anything to the contrary in any Seller-Proposed Terms, (x) Buyer shall have no obligation to pay any amount pursuant to this Agreement unless and until (and then only to the extent) Buyer receives payment from its Customer for same, (y) without limiting the foregoing, if Buyer is subject to retainage imposed by any Customer of Goods or Services, Buyer may withhold a commensurate amount of the Price from its payments to Seller until Buyer receives payment of such amount; and (z) Seller's sole recourse for any amounts not paid hereunder due to nonpayment by a Customer shall be against such Customer. Each invoice for Goods must set forth in reasonable detail the amounts payable by Buyer under this Agreement and contain information necessary for identification and control of the Goods. Buyer reserves the right to return and withhold payment due to any invoices or related documents that are inaccurate or incorrectly submitted to Buyer. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller under the Agreement. If Buyer reasonably deems itself insecure with respect to Seller's ongoing performance, whether due to Seller's financial capacity or otherwise, Buyer may, without limiting or waiving any other rights or remedies it may have under this Agreement, applicable Law, or otherwise, demand that Seller provide assurance of future performance to Buyer, and Seller will provide same within five (5) days of the demand in any amount and form of security acceptable to Buyer, which may include collateral consisting of cash, letter(s) of credit, surety bond, parent guaranty, or lender releases.

11. Seller's Obligations Regarding Goods and Services. (a) To the extent the PO or SOW describes any Services to be performed by Seller, Seller shall: (i) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures; and (ii) maintain complete and accurate records relating to the provision of the Services, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve; during the term of this Agreement and for a period of two years thereafter, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller Personnel in connection with the provision of the Services. (b) Seller may utilize direct and upstream contractors, subcontractors, and suppliers (each, a "**Supplier**") to provide Goods and/or Services, provided that (i) Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and for their compliance with all of the terms and conditions of this Agreement as if they were Seller's own employees, and Seller shall be liable for all acts and omissions of all Permitted Subcontractors which, if taken or made by Seller, would subject Seller to liability in connection with this Agreement; (ii) nothing contained in this Agreement shall create any contractual relationship between Buyer and any Supplier; and (iii) Seller shall ensure that all Suppliers are properly licensed, certified or accredited as required by applicable Laws, are suitably skilled, experienced and qualified to provide the Goods and Services, and are bound by contractual obligations, including confidentiality obligations, at least as protective of Buyer and Customers as those set forth in this Agreement (each Supplier meeting such conditions, a "**Permitted Subcontractor**"). Seller may not utilize any Suppliers other than Permitted Subcontractors.

12. Compliance with Law; Quality Control. (a) Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Agreement. Seller represents, warrants, and covenants that it and all Seller Personnel are in compliance with and shall comply with (i) all applicable Laws, including all export and import Laws of all countries involved in the sale of Goods under this Agreement, and (ii) all quality standards and requirements available at <http://vesscowater.com/supplier-quality> (the "**Quality Standards**"). Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Agreement (or any applicable PO), and receive a pro rata refund of any prepaid amounts, if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods. The foregoing obligations includes compliance with all statutory, regulatory, and contractual requirements, and other Laws, in each case which may be applicable to Seller pursuant to Buyer's, or any of Buyer's Customers', status, where applicable, as a contractor or subcontractor of any governmental authority, including the U.S. government or the government of any U.S. state or municipality, the provisions of which are made a part of this Agreement by reference, with the term "Contractor" (and similar terms) as used in any of same construed to mean Seller for purposes of this Agreement. (b) Seller shall, at Seller's sole expense, provide all information and materials reasonably requested by Buyer for purposes of documenting compliance with Laws and applicable agreements by the Goods, Services, Seller, or Seller's Suppliers in connection with this Agreement, including as set forth in the Quality Standards.

13. Inspection and Rejection of Nonconforming Goods or Services. Buyer and/or Customer, as applicable, has the right to inspect the Goods and Services on or after the Delivery Date, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods or Services if it determines in good faith that same are nonconforming or defective. If Buyer or Customer rejects any portion of the Goods or Services, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the PO or this Agreement in its entirety; (b) accept the Goods and/or Services at a reasonably reduced price; or (c) reject the Goods and/or Services and require replacement of the rejected Goods and/or Services. If Buyer or Customer requires replacement of the Goods and/or Services, Seller shall, at its expense, within 10 days replace the nonconforming Goods and/or Services and pay for all related expenses, including, but not limited to, incidental and consequential costs, and transportation charges for the return of defective Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods or Services, Buyer and/or Customer may replace them with goods or services from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 14. Payment shall not constitute an acceptance of the Goods or Services nor impair Buyer's or Customer's right to inspect or any of its remedies. Any inspection or other

action by Buyer or Customer under this Section 13 shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer and Customer shall have the right to conduct further inspections after Seller has carried out its remedial actions. Any acceptance by Buyer of late or non-conforming Goods or Services shall apply solely to such Goods or Services and shall not constitute or be construed as a waiver of any of the terms herein, or Seller's obligations hereunder, and shall not prejudice Buyer's rights or remedies concerning any other goods or services.

14. Effect of Termination. (a) Buyer may terminate this Agreement, in whole or in part, at any time with or without cause upon written notice to Seller. In addition to any remedies that may be provided under this Agreement, Buyer may terminate this Agreement with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods, if Seller has not performed under or complied with this Agreement, in whole or in part, including in the event of undelivered or late-delivered Goods, or if the Seller becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. If Buyer terminates the Agreement in accordance with this Section 14 for any reason, Seller's sole and exclusive remedy for such termination is payment for the Goods and Services received and accepted by Buyer prior to the termination.

(b) Immediately upon expiration or earlier termination of this Agreement, Seller shall, unless otherwise directed in writing by Buyer, and subject to Seller's obligation to provide resourcing cooperation under Section 14(d): (i) promptly terminate all performance under this Agreement and under any outstanding POs; and (ii) transfer title and deliver to Buyer all finished Goods completed prior to effectiveness of the Notice of termination.

(c) Upon the expiration or earlier termination of this Agreement, each Party shall: (i) return to the other Party or destroy all Confidential Information of the other Party, and all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information; (ii) permanently erase all of the other Party's Confidential Information from its computer systems, except for copies that are maintained in the ordinary course of business as archive copies on its disaster recovery or information technology backup systems (provided that any such copies will remain subject to the confidentiality restrictions set forth in this Agreement for as long as they are retained, and that each Party shall destroy any such copies upon the normal expiration of its backup files); and (iii) upon the other Party's written request, certify in writing to such other Party that it has complied with the requirements of this Section 14(c).

(d) Upon the expiration or earlier termination of this Agreement for any reason, to the extent requested by Buyer in writing, Seller agrees to take such actions as may be reasonably required by Buyer to transition production of Goods from Seller to an alternative seller without production disruptions.

(e) Sections 1 through 3 and 12 through 23 of these Master Ts&Cs shall survive the expiration or earlier termination of this Agreement, whether by its terms, operation of law or otherwise.

15. Warranties. Without limiting any other provision of this Agreement, including obligations pursuant to Section 16, or any other longer warranty period or more robust warranty terms mutually agreed by the Parties, Seller warrants to Buyer, its affiliates, each of their respective Customers, the respective Representatives (as defined below) of each of the foregoing, and the successors and assigns of all of the foregoing (all of the foregoing, collectively, but excluding, in each case, Seller, the "**Buyer Parties**") that Seller shall, and hereby does, pass through to Buyer Parties all warranties made by its Suppliers with respect to the Goods and Services, and, in addition, that Seller shall perform the Services using Personnel of required skill, experience, and qualifications, and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and shall devote adequate resources to meet its obligations under this Agreement, and that, for a period of 24 months from the later of the date of acceptance of the Goods or the date of first use of the Goods (or such longer period as Seller may offer to its customers generally or, if longer, to Buyer specifically), all Goods will: (i) be new and free from any defects in workmanship, material, and design, and be of the highest quality; (ii) conform to all specifications, drawings, instructions, standards, designs, samples and other requirements specified by Buyer and Customer and all applicable advertisements, statements on containers or labels, and descriptions; (iii) be safe and fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be conveyed with good title, and be free and clear of all liens, security interests or other encumbrances or claims of ownership; and (vi) not infringe, misappropriate, or otherwise violate any third party's patent or other Intellectual Property Rights (as defined in Section 17 below). "**Representatives**" of a Party means a Party's Personnel, and the officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns of such Party or any of its affiliates. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods or Services by Buyer. Buyer's approval of Seller's design, material, process, drawing, specifications or the like shall not be construed to relieve Seller of the warranties set forth herein, nor shall a waiver by Buyer of any drawing or specification request for one or more articles constitute a waiver of any such requirements for the remaining articles to be delivered hereunder unless so stated by Buyer in writing. These warranties are cumulative and in addition to any other warranty provided by Law, and may not be limited or disclaimed by Seller. Any applicable statute of limitations runs from the date of Buyer's actual discovery of the noncompliance of the Goods with the foregoing warranties. In addition to all other rights and remedies it may have under this Agreement or under applicable Law, if Buyer gives Seller notice of noncompliance with this Section 15, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and reperform all nonconforming Services and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer.

16. **Indemnification.** Subject to the terms and conditions of this Agreement, and in addition to any other indemnification obligations set forth in this Agreement, Seller (as “**Indemnifying Party**”) shall indemnify, defend and hold harmless the Buyer Parties (as “**Indemnified Parties**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by any Indemnified Party (collectively, “**Losses**”) in connection with, arising out of, or caused by any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity or otherwise (“**Claim**”) alleging, arising out of, caused by, or otherwise in connection with: (a) a breach or non-fulfillment of any of Indemnifying Party’s representations, warranties, or covenants set forth in this Agreement; (b) any failure by any Seller Party (as defined below) to obtain and maintain any consents, permissions, or approvals necessary to perform its obligations in connection with this Agreement, or by any Seller Party, or any Goods or Services, to comply with any applicable Laws; (c) any negligent or more culpable act or omission of Indemnifying Party or any Seller Party (including any recklessness or willful misconduct) in connection with Indemnifying Party’s performance under this Agreement; (d) any allegation that any of the Goods or Services, in whole or in part, or any Indemnified Party’s use of any of the foregoing, infringes, misappropriates, or violates any Intellectual Property Right of a third party; (e) any property damage, death or bodily injury resulting from any of the Goods or Services, including any defect in the design, materials, workmanship, or manufacture thereof, or from any act or omission of any Seller Party; (f) any liquidated damages assessed or purported to be assessed against Buyer by any Customer in connection with any Goods or Services, except to the extent such liquidated damages are caused by the gross negligence or willful misconduct of Buyer; or (g) any Seller Party’s acts or omissions in connection with this Agreement. Seller shall not enter into any settlement without Indemnified Party’s prior written consent. “**Seller Parties**” means Seller, its affiliates, each of their respective Suppliers, the Representatives of any of the foregoing, and the successors and assigns of all of the foregoing

17. **Intellectual Property.** Each Party will retain and own all right, title, and interest in and to all Intellectual Property Rights (as defined below) created, conceived, developed, produced, authored, originated, invented, gathered, compiled, made, possessed, owned, controlled, obtained, or acquired (any of the foregoing, “**Developed**”) by such Party before or during the Term of this Agreement. “**Intellectual Property Rights**” means all patents, trademarks, copyrights, trade secrets, and other intellectual property rights under applicable law. Seller hereby grants to Buyer a worldwide, assignable, perpetual, irrevocable, fully paid-up, royalty-free right and license, with the right to grant sublicenses through multiple tiers, to use, sell or resell, offer for sale or resale, license or sublicense, offer for license or sublicense, and/or otherwise distribute or provide in any way, in whole or in part, for any current or future business purpose, Seller’s Intellectual Property Rights which are (i) incorporated, included, embodied, embedded, linked, bundled, or delivered with or in, or otherwise made a part of (any of the foregoing, “**Incorporate**”) any Goods (including, for clarity, any New Version thereof) or Services, or (ii) otherwise reasonably necessary or advisable to be used in connection with any Goods (including, for clarity, any New Version thereof) or Services; for Seller Intellectual Property Rights Developed during the Term in connection with this Agreement, such right and license shall be exclusive to Buyer, and for all other Seller Intellectual Property Rights, such right and license shall be non-exclusive. Except as expressly provided in this Section 17, (i) Seller expressly and exclusively reserves all rights in and to Seller’s Intellectual Property Rights, and Seller grants no licenses, whether express or implied, thereto, and (ii) Buyer expressly and exclusively reserves all rights in and to Buyer’s Intellectual Property Rights, and Buyer grants no licenses, whether express or implied, thereto.

18. **Confidentiality; Data Security.** (a) Each Party (“**Receiving Party**”) may, in connection with this Agreement, be provided with or otherwise have access to non-public, confidential, and/or proprietary information of the other Party or its affiliates (“**Disclosing Party**”), including proprietary business, technical and financial and other non-public, confidential or proprietary information (including customer, market, business partner or investor information, computer programs, source code, object code, technical drawings, algorithms, know-how, formulas, tools, methodologies, processes, ideas, inventions (whether patentable or not), schematics, product development plans, forecasts, technical, marketing and business strategies and initiatives, analyses, reports, business models and plans, staffing and marketing information, and services) of the Disclosing Party, its affiliates, or each of their respective Representatives or business partners, in whatever form provided (whether written, electronic or oral) and whether or not labeled or designated as “confidential” or “proprietary” when access is provided or thereafter (“**Confidential Information**”). The Receiving Party shall use the Disclosing Party’s Confidential Information for the sole purpose of and solely to the extent necessary for performing or exercising rights granted to it under this Agreement and will use at least the same degree of care in protecting the confidentiality of such Confidential Information as it uses in protecting its own information of a similar type, but in no event less than a reasonable standard of care. Without the Disclosing Party’s prior written consent, the Receiving Party shall not disclose the Disclosing Party’s Confidential Information to any person other than the Receiving Party’s Representatives to the extent same need to know such Confidential Information to perform or exercise rights granted hereunder, and provided that (i) such Representatives (A) are informed by the Receiving Party of the confidential nature of such Confidential Information, and (B) are bound by confidentiality restrictions at least as protective as the terms of this Section 18, and (ii) the Receiving Party shall be liable hereunder for any actions or omissions of such Representatives which, if taken by the Receiving Party, would constitute a breach by the Receiving Party of this Section 18. However, nothing in this Section 18 will be construed to limit in any way the rights, licenses, and assignments granted to Buyer in Section 17. After the expiration or earlier termination of this Agreement, Receiving Party will comply with the requirements of Section 14(c). The restrictions set forth in this Section 18 will not apply to the extent that any Confidential Information (i) has been rightfully received by the Receiving Party from a third party or public source without confidentiality limitations; (ii) was known on a non-confidential basis to the Receiving Party prior to its first receipt by

the Receiving Party from the Disclosing Party; (iii) is or becomes known publicly through no fault of the Receiving Party; (iv) is independently developed by or on behalf of the Receiving Party without use of or reference to Disclosing Party's Confidential Information; or (v) is required to be disclosed in the context of any administrative or judicial proceeding, provided that the Receiving Party provides the Disclosing Party prompt prior written notice of such required disclosure, reasonably cooperates with the Disclosing Party to oppose or limit any such required disclosure, and only discloses as much of the Confidential Information as it is advised by legal counsel is required to be disclosed to comply with same. Each Party acknowledges that its breach of this Section 18 will cause irreparable harm and significant commercial damages to such other Party, the extent of which will be impossible to measure in money damages. If either Party should institute any action or bring any proceeding for breach of this Section 18, it may seek injunctive relief and each Party hereby waives the claim or defense that the suing Party has an adequate remedy at law.

(b) To the extent Seller Processes (as defined below) any Buyer Data (as defined below), Seller will comply with the following requirements: (i) **"Buyer Data"** means any data or information (including Personal Data, as defined below) that any Seller Party (A) accesses, has access to, receives, collects, ingests, transmits, stores, processes, generates, or derives (any of the foregoing, **"Processes,"** with **"Process"** having a correlative meaning) in connection with the Goods or Services under this Agreement, including data or information received from any device or system of any Buyer Party, or (B) is derived from any of the foregoing; **"Personal Data"** means any information regulated as personal data, personal information, or similar term under applicable Law; **"Sensitive Data"** means payment card data subject to PCI DSS (including PAN or CVV), protected health information (PHI), Social Security numbers, driver's license/passport or other government-issued identification numbers, biometric identifiers, and any other data Buyer identifies in writing as highly sensitive; **"Security Incident"** means any actual or reasonably suspected unauthorized access to, acquisition of, disclosure of, alteration of, loss of, or unavailability of Buyer Data, or a material compromise of Seller systems used to process Buyer Data. (ii) Seller will Process Buyer Data solely as necessary to provide the Goods or Services to Buyer and in accordance with this Agreement and Buyer's written instructions; without limiting the foregoing, Seller will not: (A) sell, rent, monetize, commercialize, disclose, or exploit Buyer Data except as permitted by Section 18(b)(v); (B) use Buyer Data for advertising or marketing, or for product development unrelated to the Goods or Services; or (C) use Buyer Data (or any data or output derived from Buyer Data) to develop, train, test, fine-tune, or improve any product, service, algorithm, or model (including AI/ML system, model, or agent), without Buyer's prior written consent in each instance in Buyer's sole discretion. (iii) Seller will maintain a written information security program and implement reasonable administrative, physical, and technical safeguards designed to protect Buyer Data against unauthorized access, use, alteration, loss, or disclosure, no less protective than industry standard practices and Seller's protections for its own similar data, and Seller will, at a minimum, maintain: (A) least-privilege access controls with unique user credentials; (B) multi-factor authentication for administrative access and any remote access to systems processing Buyer Data; (C) encryption of Buyer Data in transit and at rest on systems or devices controlled by any Seller Party; (D) vulnerability management and timely patching; and (E) monitoring and logging sufficient to detect and investigate Security Incidents. (iv) Seller will limit Processing and retention of Buyer Data to what is necessary to provide the Goods or Services and will not retain Buyer Data longer than necessary for such purposes except as required by applicable Law; will not Process Sensitive Data in connection with this Agreement unless Buyer expressly authorizes in writing and the Parties agree in writing to additional safeguards appropriate to the Sensitive Data; and will promptly notify Buyer if Seller becomes aware that Sensitive Data has been provided to or collected by Seller without authorization and will reasonably cooperate in remediation. (v) Seller may use subcontractors to Process Buyer Data (**"Subprocessors"**) only if (A) each Subprocessor is bound by written obligations no less protective than this Section 18(b), (B) Seller identifies in writing (email being sufficient) all Subprocessors who may Process Buyer Data promptly upon written (email being sufficient) request by Buyer from time to time during the Term, and (C) Seller remains liable for any act or omission of any Subprocessor which, if taken or made by Seller, would subject Seller to liability in connection with this Agreement; if Buyer in good faith objects to any Subprocessor, including on data security, privacy, or compliance grounds, and the Parties cannot resolve the objection within a reasonable period, Buyer may terminate the affected PO, in whole or in part, without penalty. (vi) Seller will not, and will not permit any other person or entity to, Process Buyer Data outside the United States and will not permit access to Buyer Data by Personnel located outside the United States. (vii) To the extent a Seller Party is granted access to Buyer networks or environments, such access is limited to performing the Services, must use least-privilege and Buyer-approved access methods, and will not bypass or disable Buyer security controls, and Seller Party will comply with Buyer's reasonable written security and change-management policies provided to Seller in advance. (viii) Seller will notify Buyer without undue delay, and in any event within twenty-four (24) hours after becoming aware of a Security Incident, and will provide available details regarding the nature of the Security Incident, categories of affected Buyer Data, and steps taken or planned to contain, investigate, mitigate, and remediate; in addition, Seller will promptly take reasonable steps to contain and remediate the Security Incident, will reasonably cooperate with Buyer's investigation and response, and will not notify any regulator, affected individual, or third party regarding a Security Incident involving Buyer Data without Buyer's prior written consent unless required by Law (in which case Seller will provide advance written notice to Buyer where legally permitted). To the extent caused by Seller's breach of this Agreement or a Seller Party's negligence or willful misconduct, Seller will reimburse Buyer's reasonable, documented costs of required notices and third-party forensic services. (ix) Upon Buyer's written request and upon expiration or termination of the Agreement, Seller will promptly return or securely delete Buyer Data in its possession or control, except to the extent retained in routine backups or as required by applicable Law; any retained Buyer Data remains subject to this Agreement and will be deleted in accordance with Seller's standard retention schedules, and in all cases Seller will certify deletion upon Buyer's written (email being sufficient) request. (x) Seller will comply with applicable privacy and data security Laws in its Processing of Buyer Data, and upon Buyer's reasonable request (no more than once annually), Seller will provide information reasonably sufficient to demonstrate compliance with this Section 18(b), including responses to Seller security questionnaires and, if available, Seller Party's then-current, relevant third-party security reports and certifications (e.g., SOC 2 Type II report, ISO 27001/27017/27018 certificate, or substantially equivalent assessments or attestation); for clarity, in all cases with such

information being subject to Buyer's confidentiality obligations pursuant to this Agreement.

19. Inspection and Audit Rights. Seller hereby grants to Buyer and its authorized Representatives, access to Seller's premises (including Seller's manufacturing operations used in production of the Goods) and all pertinent documents and other information, whether stored in tangible or intangible form, including any books, records and accounts, in any way related to Seller's performance under this Agreement (including Sellers' processes and procedures), Goods, or any payment or other transaction occurring in connection with this Agreement, for the purpose of auditing Seller's compliance with the terms of this Agreement, including Seller's charges for Goods, or inspecting or conducting an inventory of finished Goods, work-in-process or raw-material inventory; provided that any physical inventory inspection may take place no more frequently than twice per calendar year. Seller agrees to cooperate fully with Buyer in connection with any such audit or inspection. Seller shall maintain, during the Term and for a period of three years after the Term, complete and accurate books and records and any other financial information relating to the foregoing. Seller shall segregate its records and otherwise cooperate with Buyer so as to facilitate any audit by Buyer. Seller shall reimburse Buyer for all amounts associated with errors discovered during an audit. In addition, Seller shall reimburse Buyer for the amount of Buyer's costs and expenses incurred in conducting the audit if the results of such audit indicate that such discrepancy is greater than 10% of the total amount actually payable by Buyer for the period examined. If requested by Buyer, Seller shall use its best efforts to permit Buyer and its Representatives to obtain from subcontractors or other Suppliers to Seller the information and permission to conduct reviews specified with respect to Seller in this Section 19.

20. Insurance. Seller will, at its sole expense, and will ensure that all subcontractors, during the Term and for two years after expiration or earlier termination thereof, carry and maintain in force at all times with an insurance company having a minimum AM Best Insurance rating of "A-XV" the following insurance coverage: (a) Workers' Compensation in accordance with all applicable Law, and shall include Employer's Liability coverage with a minimum limit of \$500,000 each accident; (b) Commercial General Liability - \$1,000,000 each occurrence and \$2,000,000 in annual aggregate to include coverage for bodily injury, property damage and personal injury liability. Coverage shall include Premises/Operations, Product Liability, Products/Completed Operations; (c) Business Automobile Liability covering all owned, hired and non-owned vehicles in an amount not less than \$1,000,000 Combined Single Limit for bodily injury and property damages; (d) Commercial Excess Umbrella in an amount not less than \$5,000,000 each occurrence and annual aggregate, which shall sit in excess of the coverages required in Sections 20(a), (b), and (c); and (e) Professional Liability and/or Errors and Omissions coverage in an amount not less than \$2,000,000 each occurrence. Such coverages shall not be cancelable or non-renewable without at least 30 days' prior notice to Buyer. All policies, except Workers' Compensation and Employer's Liability, will name as an additional insured, and will contain waivers of subrogation in favor of, Buyer, its affiliates, and each of their Representatives. Within ten business days of execution of this Agreement, Seller shall deliver to Buyer certificates of insurance evidencing the required coverages, additional insured statuses, and waivers of subrogation. Neither anything in this provision nor Seller's compliance or failure to comply with same will be construed in any way to limit any rights of recovery of Buyer or limit or relieve Seller from any of its obligations under this Agreement.

21. Force Majeure. Neither Party shall be liable to the other for any delay or failure in performing its obligations under the Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that Party, without such Party's fault or negligence, and which by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (each, a "**Force Majeure Event**"). Force Majeure Events may include, but are not limited to, natural disasters, embargoes, explosions, riots, wars, or acts of terrorism. Seller's economic hardship, changes in market conditions, and imposition of tariffs are not considered Force Majeure Events. Seller shall give Buyer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event and the anticipated duration of such Force Majeure Event. Seller shall use all diligent efforts to end the Force Majeure Event as quickly as possible, ensure that the effects of any Force Majeure Event are minimized, and resume full performance under this Agreement. If a Force Majeure Event prevents Seller from carrying out its obligations under the Agreement, Buyer may terminate this Agreement immediately by giving written notice to Seller.

22. Limitation of Liability. NEITHER BUYER NOR ANY OTHER BUYER PARTY SHALL BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY CLAIM IN CONNECTION WITH THIS AGREEMENT (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR MORE THAN AN AMOUNT EQUAL TO THE FEES ALLOCABLE TO THE GOODS AND SERVICES (OR UNIT(S) OR PORTION(S) THEREOF) GIVING RISE TO THE CLAIM; AND (B) IN NO EVENT SHALL BUYER OR ANY OTHER BUYER PARTY BE LIABLE FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, LOSS OR EXPENSES OF ANY KIND, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF IT HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. NO CLAIM ARISING OUT OF ANY BREACH OF THIS AGREEMENT BY BUYER, OR OUT OF ANY OTHER ACT OR OMISSION OF BUYER OR ANY OTHER BUYER PARTY IN CONNECTION WITH THIS AGREEMENT, MAY BE BROUGHT MORE THAN ONE YEAR AFTER THE CLAIM ACCRUED.

23. Miscellaneous. (a) Upon a Party's reasonable request, the other Party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement. (b) The relationship between Seller and Buyer is solely that of vendor and vendee and they are independent contracting parties. Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the Parties.

Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party. (c) Seller will not, and will not, directly, or indirectly, make or consent or cause to be made any public announcement, or produce, distribute or publish, or consent or cause to be produced, distributed or published, any press release, advertising, marketing, or promotional materials, customer lists, pitches, presentations, or other public statement referring to the subject matter or content of this Agreement, or the business relationship between the Parties, in each case without the express, prior written approval of Buyer. (d) All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a “**Notice**”) must be in writing and addressed to the other Party at its address set forth in the Contract (or to such other address that the receiving Party may designate from time to time in accordance with this Section 23(d)). All Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Notwithstanding the foregoing, notice by facsimile or email (with confirmation of transmission) will satisfy the requirements of this Section 23(d) for purposes of any provision of this Agreement where such notice is expressly permitted. Except as otherwise provided in this Agreement, a Notice is effective only (i) on receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section 23(d). (e) For purposes of this Agreement, each of the words “include,” “includes” and “including” is deemed to be followed by the words “without limitation.” “Dollars” or “\$” means U.S. dollars. The term “or” is not exclusive. The words “herein,” “hereunder,” and similar words shall refer to this Agreement as a whole and not to any specific provision of this Agreement. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. (f) No amendment to this Agreement is effective unless it is in writing and signed by an authorized Representative of each Party. (g) The waiver by either Party of a breach or violation of any provision of this Agreement will not constitute a waiver of any subsequent or other breach or violation. Except as otherwise expressly provided, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at Law, in equity, in any other agreement between the Parties or otherwise. (h) Neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, except that, with or without such consent, Buyer may assign any of its rights or delegate any of its obligations to any current or future affiliate or any acquirer of all or substantially all of the stock or assets of Buyer (or its applicable brand or division). Any purported assignment or delegation in violation of this Section 23(h) is null and void. No assignment or delegation relieves the assigning or delegating Party of any of its obligations under this Agreement. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns. (i) Except as expressly set forth in the second sentence of this 25(i), this Agreement benefits solely the Parties to this Agreement and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. The Parties hereby designate each Buyer Party as a third-party beneficiary of Section 15 and Section 16. (j) This Agreement will be governed by and construed in accordance with the internal Laws of the U.S. State of Buyer’s principal place of business (the “**Governing State**”) applicable to contracts made between residents of that state, entered into and to be wholly performed within that state (without regard to the conflict of laws rules of such state or any other jurisdiction). The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Each Party expressly consents to and agrees to subject itself to the exclusive jurisdiction of the courts in the Governing State (federal, local or state), for all matters arising out of this Agreement (including for avoidance of doubt the PO). Each of the Parties hereby irrevocably waives, to the fullest extent permitted by Law, any objection which it may now or hereafter have to venue of any such proceeding brought in any such court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. (k) Any licenses and rights of any Intellectual Property Rights (except, for purposes of this Section 23(k) only, Trademarks) which are granted pursuant to this Agreement by one Party (in such capacity, “**Licensor**”) to the other Party (in such capacity, “**Licensee**”) are, and will be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, or any equivalent under applicable Law (the “**Code**”), licenses of “intellectual property,” as defined in the Code. Notwithstanding any provision contained herein to the contrary, if Licensor is under any proceeding under the Code and the trustee in bankruptcy of Licensor, or Licensor as debtor-in-possession, rightfully elects to reject this Agreement, then Licensee, pursuant to the relevant portions of Section 365(n) (or any equivalent thereof under applicable Law) of the Code, may retain any and all of Licensee’s rights and licenses hereunder to the maximum extent permitted by applicable Law. The Parties further acknowledge and agree that Licensee’s continued enjoyment of all such rights and licenses is fundamental to the basic intent of the Parties pursuant to this Agreement, and that without this material provision, the Parties would not have entered into this Agreement. (l) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement and may be delivered by facsimile, emailed pdf, or other electronic transmission.

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Last updated August 4, 2026