



## PO Terms & Conditions

**Agreement Documents** Unless this Purchase Order ("PO") is issued under a written procurement agreement between the buyer company and its legal affiliates issuing this PO ("Buyer") and supplier providing the goods and/or services named herein ("Supplier"), this PO and any attachments are the sole and exclusive agreement of Buyer and Supplier for the products, deliverables and services in this PO ("Products"). If this PO is issued under a written procurement agreement, the provisions of that agreement will control. Supplier's acknowledgement of the PO or its commencement of performance shall constitute to acceptance of all the terms and conditions hereof. No other document, including Supplier's proposal, quotation, or acknowledgement form, will be part of this agreement, unless Buyer has specifically referenced the document in this PO. Supplier's general terms and conditions will not be applicable even if they are part of such document or reference is made to them in such document. Upon Buyer's request, Supplier will invoice Buyer electronically.

**Price; Taxes:** The prices stated in the PO shall apply throughout the performance of this contract. If a price is not stated in this PO or a procurement agreement, the price will be Supplier's lowest prevailing market price. Unless otherwise stated in this PO, Supplier is responsible for and will pay all sales, use, and similar taxes.

**Payment Terms:** Buyer will pay all undisputed and properly invoiced amounts ninety (90) days after receipt of the invoice, provided that in the event it pays any invoice within ten (10) days of receipt it shall receive an early payment discount of two percent (2%) of the invoice amount which shall be applied against such invoice. Upon Buyer's request, Supplier agrees to promptly, but in any event within 15 days of such request, provide reasonable supporting documentation concerning any invoiced amounts. Buyer shall have no obligation to pay any invoice issued more than 90 days after delivery of all the Products stated in this PO.

**Acceptance/Rejection of Products:** Payment will not be deemed acceptance of Products and such Products will be subject to inspection and rejection. Buyer may reject Products that do not comply with Buyer's acceptance criteria or applicable specifications or instructions. Acceptance of any part of the PO shall not bind Buyer to accept future shipments of non-conforming Products, nor deprive it of the right to return non-conforming Products. At Buyer's option, it may cancel the PO for rejected Products, obtain a refund, or require Supplier to repair or replace such Products or re-perform such services without charge and in a timely manner. Supplier shall be liable for all costs incurred by Buyer to return rejected Products.

**Delivery:** Time is of the essence with respect to Supplier's delivery of Products. If Supplier fails to deliver on time, Buyer may cancel the PO and purchase replacements elsewhere and Supplier will be liable for actual and reasonable costs and damages Buyer incurs. Supplier will promptly notify Buyer if it is unable to comply with the delivery date specified in this PO.

**Packages; Shipping:** Supplier will comply with the packaging, labeling and export requirements of Buyer. Buyer will comply with the transportation routing guidelines in this PO and shall not use premium transportation unless specifically authorized by Buyer. If not otherwise specified, all Products shall be shipped to Buyer DDP (Incoterms 2020). For products that will be imported into any other country, Supplier will comply with all import laws and administrative requirements, including the payment of all associated duties, taxes and fees.

**Termination:** This PO may be terminated by Buyer at any time with or without cause. If Buyer terminates without cause, Buyer will pay Supplier for Supplier's actual and reasonable expenses for work that has been satisfactorily completed as of the date of termination, but in no event will such payment exceed the agreed upon prices.

**Warranties:** Supplier represents and warrants that: (i) all services furnished by Supplier will be performed in a diligent, efficient and skillful manner and at the highest levels of performance of Supplier's industry;

(ii) the Products will conform to the warranties, specifications and requirements in this PO and will be fit for their intended use; (iii) the Products will be new, of good quality, and free from defects in design, material and workmanship for the longer of the time period specified in this PO and Supplier's standard warranty term (if neither specifies, then for one year); (iv) the Products are safe for use consistent with and will comply with the warranties, specifications and requirements of this PO; (v) all Products and deliverables provided by Supplier and their use by Buyer do not and will not give rise to any infringement or misappropriation of any privacy, publicity, patent, copyright, trade secret, trademark, or other intellectual property right of any third party; (vi) it will comply with applicable laws and regulations in supplying the Products, including without limitation all import, export, anti-corruption (including the U.S. Foreign Corrupt Practices Act), environmental and data privacy laws and regulations; and (vii) any Product or data sent to Buyer shall (a) contain no hidden files; (b) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; (c) contain no key, node lock, time-out, scrambling device, or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data (d) not contain harmful code. All warranties shall run to Buyer, its customers and the users of the Products.

**Intellectual property:** Supplier grants Buyer all rights and licenses necessary for Buyer (including Buyer's parent, subsidiaries, and other related legal entities), to use, transfer, pass-through, and sell the Products and to exercise the rights granted under this PO. In addition, Buyer will be the exclusive owner of all deliverables created by Supplier in connection with or during the performance of services provided pursuant to a PO, any works based on or derived from such deliverables ("Derivatives"), and any ideas, concepts, inventions or techniques that Supplier may conceive or first reduce to practice in connection with developing the Deliverables ("Deliverable Concepts") (the deliverables, Derivatives, and Deliverable Concepts are collectively referred to as, "Buyer Materials") and all intellectual property rights therein, including patents, copyrights, trade secrets, trademarks, moral rights, and similar rights of any type under the laws of any governmental authority (collectively, "Intellectual Property Rights"). All copyrightable Buyer Materials shall be prepared by Supplier as a "work made for hire" for Buyer, and Buyer shall be considered the author of the Buyer Materials for purposes of copyright. To the extent that the Buyer does not acquire ownership of such copyrights as a work made for hire, and with respect to all other rights, Supplier hereby assigns and agrees to assign upon creation to Buyer all right, title and interest in and to the Buyer Materials and all Intellectual Property Rights therein. To the extent such assignment of rights and ownership is invalid or any of the foregoing rights, including so-called "moral rights" or rights of "droit moral," may be inalienable, Supplier agrees to waive and agrees not to exercise such rights, and if such waiver and agreement are deemed invalid, to grant to Buyer and its designees the exclusive, transferable, perpetual, irrevocable, worldwide and royalty free right to make, use, market, modify, distribute, transmit, copy, sell, practice, and offer for sale and import the Buyer Materials and any process, technology, software, article, equipment, system, unit, product or component part covered by the Deliverable Concepts or a claim of any patent in any part of the Deliverable Concepts. At Buyer's request, Supplier will obtain the execution of any instrument, including from any employee or contractor, that may be appropriate to assign these rights under this paragraph to Buyer or perfect these rights in Buyer's name. Supplier agrees that any copyrightable material prepared for Buyer shall carry on the face thereof in legible form a copyright notice identifying Buyer and the year of publication.

**Anti-Corruption:** Supplier shall not take any action that will cause Buyer to be in breach of any applicable laws for the prevention of fraud, bribery and corruption, kick-back or facilitation payments, money laundering or terrorism, including the US Foreign Corrupt Practices Act. Supplier represents that none of its employees, agents, officers or other members of its management are officials, officers, agents, representatives of any government or political party or international organization where they may be in positions of official government authority able to use that position to improperly help Buyer or its clients obtain or maintain business or obtain a business advantage. Supplier agrees that it shall not make any payment, either directly or indirectly, of money or other assets, including but not limited to the compensation Supplier derives from this PO (hereinafter collectively referred as a "Payment"), to government or political party officials, officials of international organizations, candidates for public office, or representatives of other businesses or persons acting on behalf of any of the foregoing (hereinafter collectively referred as "Officials") where such Payment would constitute violation of any law, including the U.S. Foreign Corrupt Practices Act. In addition, regardless of legality, Supplier shall make no Payment either directly or indirectly to Officials if such Payment is for the purpose of influencing decisions or actions with respect to the subject matter of this PO or any other aspect of

Buyer's or its client's business. Supplier shall report any violation of this paragraph promptly to Buyer and agrees to respond to any Buyer inquiries about any potential violations and make appropriate records available to Buyer or its clients upon request. Supplier shall comply with Buyer's Code of Conduct set forth at <https://www.calyx.ai/supplier-code-of-conduct/> and the Anti-Bribery Guidelines, as amended from time to time, set forth therein at all times during the term of this Agreement. Any material breach or violation by the Supplier of the above undertakings shall give Buyer the right to terminate this PO with immediate effect. At any time upon the request of Buyer, Supplier agrees to certify in writing its ongoing compliance with the obligations contained in this paragraph.

**Data Protection:** Supplier will comply with all applicable national and international laws, regulations and guidelines relating to protection of the personal information, including, to the extent applicable, the Regulation (EU) 2016/679 (General Data Protection Regulation- "GDPR"). In the event Supplier is or will be processing any personal data of Buyer, it shall execute and comply with Supplier's standard data privacy terms and all instructions of Buyer with respect to such data. In the event Supplier discloses any personal data to Buyer hereunder, Supplier hereby represents and warrants that it has the right to disclose such data to Buyer and Buyer shall have the right to use such data in connection with its use of the Products as reasonably required.

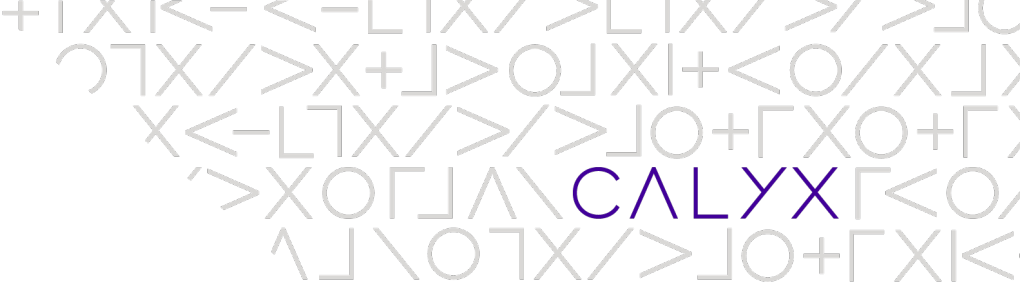
**Indemnification:** Supplier agrees to defend, hold harmless, and indemnify Buyer from any claim, demand, loss, expense, including without limitation reasonable attorney's fees and document production costs, damage, or liability whatsoever, even in advance of judgment, that arises from (i) any claim that a Product or deliverable infringes any intellectual property or other legal right of any third party, (ii) the failure of Supplier to comply with its warranties and obligations under this PO, (iii) the negligence or willful misconduct of Supplier, (iv) any defect in any Product of Supplier, and/or (v) any violation of applicable law, rule or regulation by Supplier, including without limitation any applicable data protection law. If a claim of infringement is made, Supplier will, at its own expense, exercise the first of the following remedies that is practicable: (i) obtain for Buyer the rights granted under this PO; (ii) modify the Product so it is non-infringing and in compliance with this PO; (iii) replace the Product with non-infringing ones that comply with this PO; or (iv) accept the return or cancellation of the infringing Product and refund any amount paid. Buyer may return non-conforming Products to Supplier at Supplier's expense.

**Limitation of Liability:** To the maximum extent permitted by applicable law in no event will Buyer be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages.

**Insurance:** Unless expressly waived in the PO, Supplier shall maintain the following the following insurance coverages as applicable: (i) Workers Compensation or Employer Liability as required by law, (ii) Comprehensive General Liability in the amount of \$1 million or greater (or equivalent in local currency), and (iii) if the Supplier is providing professional or clinical services, \$1 million of Professional Liability (or equivalent in local currency). Supplier shall furnish Buyer will certificates of insurance upon request.

**Assignment:** Supplier will not assign its rights nor subcontract its duties without Buyer's written consent. Any unauthorized assignment is void.

**Confidential Information:** Supplier may receive, or may have already received knowledge of, or access to, information which relates to the business, operations, products, or plans of Buyer, its affiliates or of its clients and which is not known to the general public, whether as part of this PO or otherwise (hereinafter "Confidential Information"). Supplier will not at any time, without the express prior written consent of an authorized representative of Buyer: (a) use the Confidential Information for any purpose, (b) disclose any Confidential Information to any other person or entity, or (c) use any Confidential Information for Supplier's own benefit or the benefit of any other person or entity. Supplier shall only disclose Confidential Information to those of its employees who have a need to know the information in connection with Supplier's provision of Products and/or services hereunder. Promptly upon the request of Buyer or the termination of this Agreement, Supplier shall return to Buyer, or destroy as directed by Buyer, all Confidential Information in its possession. The foregoing obligations shall not apply to information which Supplier can prove with documentary evidence: (i) was rightfully known to Supplier prior to receipt from Buyer; (ii) is or lawfully becomes generally available to the public; (iii) is acquired



by Supplier from a third party who has a lawful right to disclose such information; or (iv) is independently developed by Supplier without use of the Confidential Information. This Section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority (“Required Disclosure”); provided, however, that Supplier promptly gives Buyer prior written notice of such Required Disclosure, to the extent permitted by the requesting governmental entity.

**Applicable laws:** This PO is governed by the laws of the country where the Buyer is located, except: (i) in the United Kingdom, this PO will be governed by the laws of England; (ii) in the United States (including if any part of the transaction occurs within the United States), will be governed by the laws of Delaware.

Supplier also agrees to conduct the business contemplated herein in a manner which is in compliance with all applicable laws, regulations and ordinances relating to employee/work force rights and treatment.

**Equal Opportunity Employer:** Buyer is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by

reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

**General:** Any reproduction of this PO by reliable means will be considered an original of this PO. The United Nations Convention on Contracts for the International Sale of Goods does not apply. If any term or provision of this PO is declared invalid, illegal or unenforceable, the invalidity, illegality or unenforceability thereof will not affect the remaining terms or provisions of the PO.