

SUPERNAL PURCHASE ORDER TERMS AND CONDITIONS

Supernal, LLC (“**Buyer**”) hereby offers to purchase products (“**Products**”) and/or services (“**Services**”) from the vendor (“**Seller**”) as more specifically described in Buyer’s purchase order (“**Purchase Order**”). Unless there is an existing agreement signed by both parties that governs the products and/or services to be provided by Seller to Buyer, the Purchase Order will be governed by the terms included on the Purchase Order and these Purchase Order Terms and Conditions. Buyer hereby rejects any terms and conditions Seller may reference in, or attach to, any document or communication relating to the subject matter of the Purchase Order, and these Seller terms and conditions will be void and of no effect. The earliest of Seller’s acceptance or acknowledgment of the Purchase Order or commencing performance or delivery of the Product(s) or Service(s) will be deemed to be an acceptance in full of the PO and Buyer’s Purchase Order Terms and Conditions.

1. **PRICES AND TAXES.** Prices for Products and Services are as described in the Purchase Order. Buyer will have no obligation to pay any charges not expressly described in the Purchase Order. Seller will be liable for and shall pay all taxes, except for applicable sales, value-added, and use taxes that are separately stated on Seller’s invoice. Prices will not include any taxes, impositions, or charges for which Buyer has furnished a valid exemption certificate or other evidence of exemption. Unless otherwise stated in the Purchase Order, all amounts are in United States dollars.
2. **TERMS OF PAYMENT.** Unless otherwise stated on the Purchase Order, no later than 90 days after Buyer’s receipt of Seller’s correct invoice, Buyer shall pay Seller for all amounts due under the Purchase Order.
3. **SHIPPING AND DELIVERY.** Unless otherwise stated in the Purchase Order, all prices are DDP (Incoterms 2020) to the shipping address described in the Purchase Order. If Seller fails to make timely delivery, Buyer may, at its option: (a) cancel the entire Purchase Order or the affected portion of the Purchase Order; (b) require Seller to expediate delivery of the Products or performance of the Services, with excess charges borne by Seller; or (c) exercise all other remedies provided at law, in equity, and in the Purchase Order.
4. **CHANGES.** If Buyer notifies Seller of changes to the Purchase Order, Seller shall make reasonable efforts to respond to the change request within 5 business days and include in the response any changes to: (a) pricing, (b) delivery time, (c) any other material changes.
5. **INSPECTION.** Payment by Buyer will not constitute acceptance of the Products or Services, and acceptance of any installment will not be deemed acceptance of Buyer’s entire order or of any subsequent installment. No later than 10 days after delivery of the Products or the provision of the Services, Buyer shall inspect and/or conduct commercially reasonable acceptance tests of the Products and Services. If any Products or Services do not conform to the Purchase Order, Buyer may reject those Products or Services without affecting Seller’s obligations under the Purchase Order. If Buyer rejects any Products or Services, Buyer may, at its option, (a) require Seller to promptly repair or replace the nonconforming Products and/or Services at no additional cost to Buyer; (b) require Seller to retrieve the non-conforming Product or Service at a reasonable time and place specified by Buyer; or (c) cancel the Purchase Order or the affected portion of the Purchase Order. Seller may not charge any restocking, handling, or other fees and charges in connection with rejected Products and/or Services.
6. **OWNERSHIP.** Buyer will acquire the right, title, and/or interest to the Products and results of the Services described in the Purchase Order. Other than as stated in these Terms and Conditions, neither party will acquire any right, title, or interest to the tangible or intellectual property of the other party. Seller hereby assigns to Buyer all right, title, and interest in all new intellectual property (i.e., intellectual property that did not exist before the date of the Purchase Order or is not developed independently of the Purchase Order) created while performing under the Purchase Order. If the Products or Services contain, or are dependent on, intellectual property not developed by Seller as part of its performance of the Purchase Order, Seller hereby grants to Buyer, or if the intellectual property rights belong to a third-party, Seller shall obtain a license for Buyer at Seller’s expense: (a) for any results from Services, a non-exclusive, irrevocable, perpetual, worldwide, transferable, sublicensable, fully paid-up, royalty-free license to use, copy, modify, adapt, display, perform, make derivative works of, make, have made, sell, offer to sell, and import on a standalone basis or as integrated in, or in combination with, other items, (b) for any Products, a non-exclusive, irrevocable, perpetual, worldwide, transferable, sublicensable, fully paid-up, royalty-free license to modify, adapt, display, perform, use, sell, offer to sell, and import on a standalone basis or as integrated in, or in combination with, other items.
7. **WARRANTIES.** Seller warrants all Products and Services furnished under the Purchase Order will: (a) conform to Seller’s standard warranties for the Products or Services (if any); (b) with respect to Products, conform to Seller’s documentation for the Product including any other specifications included or referenced in the Purchase Order and be free from any material defects in design, materials, and manufacture; (c) with respect to Products, be fit and sufficient for the intended purpose; (d) with respect to Services, be performed in a competent manner consistent with the highest professional standards in the particular discipline; (e) with respect to both Products and Services, comply with all applicable laws, rules, regulations, industry and professional standards. No later

than five business days after receiving notice of a warranty claim from Buyer, Seller shall begin to repair or replace the non-conforming Products or Services and diligently pursue their repair or replacement to completion.

8. INDEMNIFICATION. Seller shall indemnify and hold harmless Buyer and its employees, subsidiaries, affiliates, successors, and agents (each, an **"Indemnified Party"**) from and against all claims, judgments, liabilities, damages, losses, expenses, and costs (including court costs and attorneys' fees) (each, a **"Claim"**) that relate to or arise out of: (a) Seller's negligence or intentional misconduct; (b) Seller's violation of applicable law; (c) Seller's breach of the Purchase Order; (d) any Claim that the Products or Services (including any deliverables resulting from the Services) infringe or misappropriate the intellectual property right of any third party; (e) any claim for employment compensation or benefits by an employee or contractor of Seller; or (f) any other Claim relating to the Purchase Order. Upon notice of a Claim, Seller shall promptly defend each Indemnified Party by attorneys and other professionals reasonably acceptable to Buyer.

9. LIMITATION ON LIABILITY. EXCEPT FOR A PARTY'S VIOLATION OF SECTION 6 ("OWNERSHIP"), SECTION 12 ("CONFIDENTIAL INFORMATION"), OR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 ("INDEMNIFICATION"), NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE PURCHASE ORDER.

10. INSURANCE. Seller shall procure and maintain, at its sole cost and expense, the following insurance: (a) workers' compensation insurance in accordance with all applicable laws and employer's liability with limits of at least \$1 million per accident/illness/policy limit; (b) commercial general liability insurance, including endorsement or coverage for contractual liability, with limits of at least \$1 million per occurrence and in the aggregate; (c) commercial automobile liability with limits of \$1 million combined single limit (if applicable); and (d) if Seller is providing professional and/or technology-based services, professional and/or technology errors and omissions (E&O) insurance with limits of at least \$1 million per claim/aggregate. Coverage limits may be satisfied through a combination of primary and excess insurance policies. Promptly following a written request from Buyer, Seller shall provide Buyer with reasonable documentation of Seller's insurance coverage.

11. GOVERNING LAW AND JURISDICTION. The Purchase Order along with these Terms and Conditions will be governed by, construed, and enforced in accordance with the laws in the exclusive forum of the State of New York in the United States of America, without regard to any jurisdiction's conflicts-of-law rules. Any civil action arising out of the Purchase Order and Purchase Order Terms and Conditions must be brought in the United States District Court for the Southern District of New York, or if that court lacks subject-matter jurisdiction, then in the state courts of New York County, New York. Buyer and Seller hereby waive any objection they may have to personal jurisdiction, venue, or convenience of the forum in these courts.

12. CONFIDENTIAL INFORMATION. In these Terms and Conditions, "Confidential Information" means all information received or obtained by Seller from Buyer that is either (i) designated as confidential; or (ii) would reasonably be considered confidential, given the nature of the information or circumstances surrounding the disclosure, including information obtained during any facility visit or any system. Confidential Information will not include information that: (a) was known to the Seller without restriction on disclosure before disclosure from Buyer; (b) hereafter becomes publicly known, through no fault of Seller; or (c) is hereafter disclosed to Seller by a third party without breach of any nondisclosure obligation. Except as set forth in this Section 12, Seller shall not use or disclose any Confidential Information without first obtaining Buyer's express written consent. Seller may disclose the Confidential Information to its employees, contractors, consultants, and representatives who (i) require access to the information to perform obligations under the Purchase Order, (ii) are informed of the Seller's obligations under the Purchase Order and Purchase Order Terms and Conditions, and (iii) are bound by obligations of confidentiality and use restrictions substantially similar to those in the Purchase Order Terms and Conditions. Seller shall use the same level of care that it uses to protect its own similar confidential information from unauthorized use or disclosure, but never less than a reasonable degree of care.

13. TERMINATION. If either party materially breaches any provision of the Purchase Order or of these Terms and Conditions, the other party may terminate the Purchase Order with 5 days' notice to the other party. Buyer may cancel all or part of the Purchase Order, without cause, by providing 30 days' prior written notice to Seller. If an event of termination occurs, Buyer will be obligated to pay only for Products delivered and for Services rendered before termination and accepted by Buyer pursuant to Section 6.

14. FORCE MAJEURE. If either party is unable to perform one or more obligations under the Purchase Order due to events beyond its reasonable control and without its fault, that party shall promptly notify the other party and will not be liable to the other party for any damages resulting from the failure or delay in performance.

15. COMPLIANCE. Each party shall comply with all applicable laws, rules, regulations, or other governmental authority in performing under the Purchase Order. Seller shall provide export classification information for all items and/or technology and shall mark all export-controlled documents it provides Buyer. Seller shall not provide Buyer with any items, technology, or documents that are subject to the United States International Traffic in Arms Regulations (ITAR) without prior written notification to and approval from Buyer's contracting representatives.

16. ACCESS TO FACILITIES AND SYSTEMS. If Seller will enter or perform work at premises owned or controlled by Buyer or will obtain access electronically to Buyer's systems or information, Seller shall comply with all of Buyer's rules and policies regarding access to, and activities in and around, premises controlled by Buyer. Additionally, upon Buyer's request, Seller shall certify to Buyer that it has conducted state and federal criminal background checks on its employees and independent contractors who perform any work for Seller under this Purchase Order under circumstances described in this Section 16, as well as, in the case of Seller's employees and independent contractors who have lived outside of the United States, international criminal background checks. Unless prohibited by law, Seller may not, without Buyer's prior written consent, assign any person to perform work at Buyer's facilities or access Buyer's systems whose background check report contains a criminal conviction.

17. MISCELLANEOUS. Each party is an independent contractor of the other party and shall not bind nor attempt to bind the other party to any contract or other legal obligation. Seller may not assign any of its rights or delegate any of its duties under the Purchase Order, without Buyer's express written consent. Any attempted assignment or delegation in violation of this Section 16 will be void and of no effect. The Purchase Order and these Terms and Conditions may not be amended except by written agreement of both parties. The Purchase Order will inure to the benefit of the parties and their respective successors and permitted assigns or delegates. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver, and neither party will be deemed to have waived any rights unless the waiver is set forth in writing authorized by that party. Any provision in the Purchase Order or these Terms and Conditions that, by its nature, would reasonably be expected to be performed after the termination of the Purchase Order will survive and be enforceable after termination. If either party disputes the enforceability of any provision of the Purchase Order, the parties request that the court interpret the Purchase Order and these Terms and Conditions consistent with the parties' original intent, as follows: (a) by holding the entire Purchase Order unenforceable if modifying or disregarding the provision results in the failure of any essential purpose of the Purchase Order, or (b) by modifying or interpreting that provision to make it enforceable, or (c) by disregarding the provision and keeping the remainder of the Purchase Order and/or these Terms and Conditions in effect if the law does not permit modification.