

Jabil Inc.

Purchase Order Terms and Conditions

Unless superseded by an executed Purchase Agreement or other signed agreements executed between the parties, these terms and conditions contained herein, any files linked herewith, and any other attachments to this Purchase Order ("collectively the "Purchase Order") constitute the complete and exclusive agreement between Jabil Inc., on behalf of itself and its subsidiaries and Affiliates ("Buyer" and/or "Jabil") and Seller, on behalf of itself and its subsidiaries and Affiliates ("Supplier"). Supplier shall not seek to: (i) modify, (ii) contradict, (iii) negate, or (iv) add to, any term contained in this PO (each a "Supplier Add"). Supplier Adds shall be of no force or effect, and the terms of this PO alone shall bind the parties. Supplier accepts the PO, including these terms and conditions, and forms a contract by doing any of the following: (a) commencing any work under the PO; (b) accepting the PO in writing; or (c) any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order. If there is any conflict among the terms or conditions of the PO, these General Terms and Conditions of Purchase and any related Statement of Work, such conflict shall be resolved in accordance with following order of precedence (in order from highest precedence to lowest precedence): (1) quantity, price, payment and delivery terms as set forth in the PO, (2) these Purchase Order Terms and Conditions, (3) the relevant SOW (or similar) incorporated in and/or referenced in the PO and its exhibits; conflicts between the SOW (or similar) and its exhibits, the provisions of the SOW shall prevail, and (4) any other terms in the PO.

1. Certain Definitions: (i) **"Defect"** or **"Defective"** means Product or Deliverables in breach of the warranty in Section 7; (ii) **"Specifications"** means written specifications setting forth manufacturing, component, testing, shipping and all other technical requirements for the Product; and (iii) **"Materials Declaration Requirements"** means any requirements, obligations, standards, duties or responsibilities pursuant to any environmental, product composition and/or materials declaration Laws, directives, or regulations, including international Laws and treaties regarding such subject matter; and any regulations, interpretive guidance or enforcement policies related to any of the foregoing, including for example: RoHS Directive 2011/65/EU of the European Parliament and of the Council of 27 January 2003 on the restriction of the use of certain hazardous substances in electrical and electronic equipment, O.J.(L13) 19, as amended from time to time, any similar Laws in Switzerland and the European Economic Area or other similar or related environmental, product composition or materials declaration Laws and interpretive guidance and enforcement policies relating to any of the foregoing. WEEE Directive 2012/19/EU of the European Parliament and of the Council of 27 January 2003 on waste electrical and electronic equipment, 2003 O.J. (L37), 24, as amended from time to time, REACH Directive 2009/15/EC of the European Parliament and of the Council of 21 October 2009 establishing a framework for the setting or eco-design requirements for energy-related products (and applicable implementing measures thereunder) and European Union Member State implementations of the foregoing, or similar laws in Switzerland or the European Economic Area; Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals, as amended from time to time and the People's Republic of China (PRC) Measures for the Administration of the Control of Pollution by Electronic Information Products promulgated on February 28, 2006 (including any pre-market certification ("CCC mark") requirements thereunder and any relevant standards adopted by the PRC Ministry of Information Industry or other applicable PRC authority); and/or other similar legislation (iv) **"Law"** means any U.S., or non-U.S. federal, national, supranational, state, provincial, local or similar statute, Law (including common Law), regulation, treaty, constitutional provision, ordinance, code, directive, including the (RoHS Directive and WEEE Directive) notice, binding agreement, policy or rule of Law, legal requirement, other government restriction or regulation promulgated or entered into by any regulatory authority of competent jurisdiction, tribunal, judicial or arbitral body, administrative agency or commission or other government authority or instrumentality (v) **"Authorized Supplier"** shall mean a Supplier who has contracted with a subcontractor and/or manufacturer to represent its brand, (vi) **"Product(s)"** means, without limitation any component, part, sub-assembly, assembly, raw material or other commodity purchased by Buyer from Supplier, (vii) **"Epidemic Failure"** means a Defect in more than one unit of the same Product where each such Defect (a) has a similar root cause; and (b) all such Defects occur in one percent or more of units received by Buyer. (viii) **"Epidemic Period"** means the period beginning with the first Delivery to Jabil of Product that is subject to an Epidemic Failure and continuing until Supplier demonstrates to Jabil that the Epidemic Failure is cured. (ix) **"Maximum Concentration Value"** means the highest concentrations of substances allowed under Law, including lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBBs) or polybrominated diphenyl ethers (PBDEs), as measured by weight in Homogenous Materials or in any other way applicable under Law. [Under RoHS Requirements, these levels are: (x) (i) 0.1% for lead, mercury, hexavalent chromium, PBBs and PBDEs; and (ii) 0.01% for cadmium; or (y) any other level adopted by the European Union under the RoHS Directive, by the PRC Ministry of Information Industry or other applicable PRC authority under China RoHS, by the California Department of Toxic Substances Control or California Integrated Waste Management Board under California RoHS, or by other applicable authorities pursuant to any RoHS Requirements.] (x) **"Affiliates"** shall mean any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interest of the subject entity. (xi) **"Recall"** means any correction or removal of, field action or customer notification or communication that is initiated (a) at the direction of the FDA or any other regulatory authority, (b) voluntarily by Supplier or by Jabil's customer, or (c) by a court of competent jurisdiction, or any other regulatory Law. (xii) **"Jabil Custom Development"** means any all content, technical information, inventions, discoveries, improvements, methods, techniques, software (object and source code), training material, processes and works of authorship, and other information conceived, developed, or first reduced to practice by Jabil, its employees, consultants or representatives or jointly with Jabil, under or in the performance of this Agreement by Jabil, its employees, consultants or representatives.

2. Payment Terms: 90 days end-of-month of receipt of Products at the locations designated on Buyer's Purchase Order or satisfactory completion of services unless otherwise agreed to in writing by the parties. Payment for tooling Purchase Orders will be made at 30% of the tooling order cost upon confirmation of the Purchase Order and receipt of Supplier's first invoice. The initial tooling payment will not be subject to the standard payment terms but will be expedited for immediate processing by Jabil. Jabil will make a second payment of 30% of the tooling cost after receipt of samples and completion of first article approval. Jabil will pay the balance of 40% of the tooling order after full approval. All monies paid are refundable to Jabil if the tooling does not produce the parts that conform to agreed specifications. Buyer shall not be liable for any federal, state or local taxes unless Buyer cannot supply an appropriate tax exemption certificate. Buyer will never be liable for Supplier's net income, capital, net worth or similar taxes. Any applicable taxes shall be separately stated on the face of this Purchase Order and separately invoiced.

3. Cancellation: Jabil may cancel this Purchase Order orally or in writing, in whole or in part at any time upon the occurrence of Supplier's breach of this Purchase Order or a finding of default and other certain events, including but not limited to (i) default by Supplier with respect to Delivery, quality, or other obligations under this Purchase Order, or (ii) insolvency of Supplier, filing by Supplier of a voluntary petition in bankruptcy, filing of an involuntary petition to have Supplier declared bankrupt, provided the same is not vacated within thirty (30) days from the date of such filing, or the execution by Supplier of any assignment for the benefit of creditors. In the case of (i) or (ii) above Buyer shall incur no liability after giving written notice of the cancellation. If Jabil provides oral notice of cancellation, Jabil will confirm such oral cancellation in writing within 24 hours. Upon notification of cancellation, Supplier will provide a complete cancellation cost analysis and shall immediately notify Jabil of any anticipated cancellation costs. Buyer shall have the option to cancel this order, without cause, at its discretion. In such event, Buyer's liability shall not exceed the full price of Products already manufactured to meet scheduled Delivery Dates. Such liability is limited to deliveries that Buyer has ordered with dock dates of no more than thirty (30) calendar days from the date of notification of such cancellation. In the event of Buyer's cancellation, other than pursuant to Section 3 (i), Buyer shall only be liable for cancellation related expenses in the event that Supplier provides a complete cost analysis for Buyer's inspection; and Supplier is otherwise unable to sell components or material to another source within a reasonable timeframe. Upon cancellation of software or services orders, Buyer shall only be liable for the price of the work that has been completed as of the date of cancellation notice. Under no circumstances shall Buyer pay cancellation charges exceeding the value of the unpaid balance of this Purchase Order.

4. Jabil's Property: It is agreed that ownership and title of the tool will pass to Buyer once the tool has received final approval, Buyer has made payment in full, and the physical transfer of possession has been confirmed by signing off the supplementary sheet "Tool Transfer of Possession". The tool has to be clearly and permanently marked as property of Buyer, or Buyer's customer, as directed in the Purchase Order. Any tools, equipment, programs or materials furnished to Supplier by Jabil for performance of this Purchase Order or tooling specifically paid for by Jabil as part of this Purchase Order, whether itemized or included in the price of any Products, shall remain Jabil's property. Supplier agrees to maintain Buyer's tools and use them only to fill this and any future orders for Buyer. While in Supplier's custody and control, Buyer's property will be insured by Supplier at Supplier's expense in an amount equal to its replacement cost and Supplier will supply, at Buyer's request, evidence of the same. Buyer's property will be subject to repossession and/or removal by Buyer at any time.

5. Delivery: Time is of the essence for Delivery and all other obligations arising herein. "Delivery Date" and/or "Dock Date" shall mean the date Supplier is required to deliver the Product to the locations designated on Buyer's Purchase Order. If Supplier does not meet the scheduled Delivery Dates, and Supplier fails to demonstrate to Buyer that it has taken best commercial efforts to comply with meeting the Delivery Dates, then Buyer may, at its option cancel this Purchase Order, or any part of this Purchase Order without incurring any liability. If Buyer requests expedited shipment of any late deliveries, Supplier will be responsible for shipping cost. Supplier will not ship ahead of the scheduled Delivery Date unless authorized by Buyer in writing. Buyer may return, at its option, all unauthorized early shipments to Supplier at Supplier's expense. Payments for early shipments unauthorized by Buyer will be postponed until the applicable due date after the scheduled Delivery Date. Supplier, when it has reason to believe that deliveries will not be made as scheduled, will provide immediate written notice to Buyer setting forth the cause of such anticipated delay. Supplier shall be, in addition to any other remedy available to Buyer, liable for Buyer's documented additional expenses due to its failure to deliver in the event that it fails to provide such notice. Notwithstanding the above, neither Buyer or Supplier will be liable for delays or defaults due to fires, floods, earthquakes, riots, storms or acts of civil or military authority and without their fault or negligence. In the event that any such condition exists as to Supplier, Buyer may at its option, cancel affected Purchase Order in whole or in part. All internationally shipped products will be shipped under "FCA Suppliers Facility (Incoterms 2010)". Products shipped under domestic transport may be FCA or other Incoterm agreed between Supplier and Jabil. For FCA terms, Supplier must utilize the carriers or forwarder provided in Jabil's shipping guidelines for the transit from Supplier's facility to the Jabil's receiving dock. Supplier must utilize Jabil's specified transportation agent for all shipments. If Supplier uses any other transportation agent, Supplier will reimburse Jabil for any additional costs incurred for transportation. If no transportation agent is specified, Supplier will use a transportation agent acceptable to Jabil. Title shall be transferred to Jabil upon the physical delivery of the Products to the final destination designated on Jabil's

Purchase Order. Jabil assumes risk of loss for Products when Products have been received by Jabil's carrier or forwarder. In the event a tooling Delivery is delayed and it is estimated that such delay will exceed more than 25% of the agreed completion Date/Delivery time, Buyer may, at its option cancel this Purchase Order without incurring any liability.

6. Packing and Shipping: Shipments must be preserved, packaged, handled and packed to permit efficient handling, provide protection from loss or damage, and comply with Jabil's specifications included on the Purchase Order, government regulations, industry standards and carrier requirements. Supplier will be liable for any loss or damage due to its failure to properly preserve, package, handle or pack any shipment. No charge will be allowed for handling, packing, crating, returnable containers, import duties, transportation, documentation or media unless previously agreed to in writing and such agreements is referenced in this Purchase Order. All containers, packing lists, bill of lading and invoices must list the Purchase Order number. Each Purchase Order number must be placed on the shipping documents and in the reference fields of the automated shipping systems. Suppliers that import to the United States of America will comply with the security recommendations in accordance with the US Customs Trade Partnership Against Terrorism (C-TPAT). Supplier will provide Buyer or Buyer's designated Agent with all necessary information to complete the Importer Security Filing (ISF), when required. All Suppliers that import into the European Union (EU) will comply with the security recommendations in accordance with the Authorized Economic Operator (AEO) guidelines. Supplier will make every reasonable effort to ensure information is provided timely and accurately, and in such a manner as stipulated by Buyer. Supplier agrees to reimburse Buyer for any fines and/or penalties incurred as a result of Supplier providing inaccurate information, or Supplier's failure to provide information. If Supplier provides inaccurate information or refuses to supply the required ISF information, Buyer may terminate the relationship with Supplier, without recourse, subject to the terms set forth in this Purchase Order. This document may contain technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec. 2751, et seq.).

7. Warranty: Supplier warrants that upon Buyer's taking title to Product and for a period of three years thereafter, notwithstanding any termination or cancellation of this Purchase Order, all Products purchased hereunder (1) will be free from Defects in design (to the extent the design was provided by Supplier), material and/or workmanship; (2) will be new and not used or reconditioned; (3) will conform to the published specifications, drawings, and/or descriptions provided to Buyer before its purchase hereunder; (4) will be fit for the intended purpose (and will conform to all of Supplier's representations and warranties. This warranty is in addition to and not in lieu of any other warranties given by Supplier and warranties created or existing pursuant to applicable Law. This warranty is fully transferable by Buyer at Buyer's option to Buyer's customers. Supplier warrants that it has title to the Products, is authorized to sell Product, and that the Product is free of all liens, security interest or and encumbrance. These warranties shall survive inspection, test, acceptance and payment and shall accrue to Buyer, its successors, assigns and customers. Warranty failures may be returned to Supplier for repair, replacement or credit at Buyer's option and at Supplier's risk and expense. Repaired and replacement Products shall be new and not reconditioned (unless otherwise agreed to in writing between the parties) and subject to the Warranty terms herein. If Supplier breaches any warranty specified in this order or afforded by Law, Buyer shall be entitled to avail itself cumulatively of all remedies in Law or in equity. If there is an Epidemic Failure, Supplier will promptly do one or more of the following at Supplier's expense: Investigate the Epidemic Failure and determine its cause including testing or replacing all units delivered during or after the Epidemic Period, and promptly notify Jabil of the results of said investigation; supply on-site technical support and all necessary products to repair or replace Products known to be affected by the Epidemic Failure which were delivered to Buyer during the Epidemic Period; accept the return of all Products which were affected by the Epidemic Failure or were delivered to Jabil during the Epidemic Period for either repair or replacement at no charge to Buyer pursuant to which Supplier will pay all shipment costs and bear the risk of loss both to and from Supplier's factory; and/or ensure that the appropriate quality controls and other measures are taken so that all products of similar type supplied subsequent to the date of such an Epidemic Failure will not suffer the problems that cause or resulted from the Epidemic Failure. Notwithstanding anything to the contrary to this Section 7, Buyer shall be entitled to full compensation for any and all losses, damages, costs and expenses (including but not limited to rework costs, overtime charges, cost of manufactured or partially manufactured assemblies, fines and penalties paid by Buyer and/or claimed by any customer of Buyer related to a breach of Supplier's warranties hereunder) and other similar amounts suffered or incurred.

8. Quality/Inspection: Supplier will deliver Products conforming to applicable specifications (i.e. drawings, specification sheets, etc.) and which are free of any and all Defects and otherwise complies with the warranties set forth in Section 7. Upon request, Supplier will make available to Buyer all Product test data relating to qualification as well as production yield as evidence of conformance to specifications and quality control. All Products will be subject to inspection and approval by Buyer. Buyer will have the right to inspect the Products at any time during the manufacturing process at Supplier's facilities or elsewhere provided Buyer gives reasonable advance notice of each visit, and such visit does not disrupt the manufacturing capability of Supplier, or violate Supplier's safety or clean room procedures. Buyer may, at its option, reject and return any Products which contain Defective material or workmanship or which do not conform to this Purchase Order, applicable drawings, specifications, or samples. Rejected Products which Buyer returns to Supplier and replacement or repaired Products which are returned to Buyer shall be returned at Supplier's risk and expense. Buyer may at its option use a reasonable sampling plan. Lots which fail to pass such sampling plans may, at Buyer's option be inspected 100% at Supplier's reasonable cost. Buyer may return any defective or nonconforming articles or lots to Supplier at Supplier's risk and expense. Exercise of these remedies shall not be exclusive of or without prejudice to any other remedies provided in Law or equity which are available to Buyer. Payment for any Products or services will not constitute final acceptance. If Product is rejected, Supplier agrees to supply Buyer with a return material authorization number (including replacement Product if requested by Buyer) and an initial failure analysis and, a containment plan within twenty four (24) hours of Supplier's receipt of notification. Supplier further agrees to provide Buyer with a full failure analysis and corrective action response within seven (7) days of notification. Supplier agrees to provide failure analysis and corrective action in Buyer's requested format. If replacement Product is found to be non-conforming or Delivery of replacement Product is not fulfilled as required Buyer may, at its option, cancel the related Purchase Order in whole or part, without penalty or liability whatsoever to Buyer and/or Buyer may avail itself of any remedy set forth herein or pursuant to applicable Law. The date code limitation for all inbound components will be twenty four (24) months from the date of manufacture except Products with (a) customer specific age limits, (b) components having lead finishes that typically exhibit poor storage life, (c) products which contain finishes such as silver (AG) and Palladium Silver (pd-Ag) that do not use a Nickel (Ni) barrier, (d) moisture sensitive components which shall have a date code limitation of twelve (12) months and (e) Excluding PCB's 00-MT10-1000-001, Incoming Component and PCB Age Policy. In addition to these terms, the following will apply for tooling: the basis for design and construction of the tool are the 2D and 3D specification that are provided by Supplier as well as tool specifications that are provided by Buyer. These specifications will define: e.g. number of cavities, material grade for core, sliders, lifters, etc. The guaranteed lifetime of the tool is 1,000,000 shots, unless otherwise specified in the Purchase Order. A tooling progress report will be submitted weekly on the day agreed upon by the Supplier and Buyer's tooling engineer. Assignment of third parties for construction of the tool, or parts of the tool, is subject to written confirmation by Buyer. The following contents are to be included in Delivery: Models, Total package of 2D and 3D design drawings including assembly, inserts, sliders, ejectors, electrodes, electrodes, gauges measurement reports, tool maintenance plan.

9. Authorized Supplier: Authorized Supplier shall mean a Supplier who has contracted with a subcontractor and/or manufacturer to represent its brand. If Supplier is an Authorized Supplier, Supplier covenants, warrants and represents that it has effective contractual agreements in place with each subcontractor and/or manufacturer whose Product(s) it is procuring to sell to Buyer. Supplier shall: (a) only ship Products to Buyer that have been procured directly from the manufacturer and/or its subcontractor, (b) not ship Products to Buyer that have been procured from any other source without prior written consent from Buyer and (c) be considered an unapproved independent supplier for Products procured from other sources. Failure to obtain Buyer's prior written approval constitutes a material breach under the terms of this Purchase Order. Supplier will fully indemnify Buyer from any and all claims, losses and damages that result from said breach. Buyer reserves the right to reject any and all requests for approval, or require additional verification and testing of Products.

10. Compliance with Applicable Laws. Supplier represents and warrants to Buyer that the manufacture, Delivery or sale to Buyer of any Product under this Purchase Order complies with all applicable Laws. Upon request, Supplier shall furnish Buyer with specific declarations and certifications of legal compliance. Supplier represents and warrants to Buyer that all Products will, at the time of sale or Delivery to Buyer, comply with all Product safety, emissions, environmental and other Laws applicable thereto, including the RoHS Directive, the WEEE Directive, REACH and Information and Labeling Requirements, and any requirements included in the Product Specifications or provided by Buyer and the Supplier's published Specifications. Supplier represents and warrants that all Products sold to Buyer meet the Maximum Concentration Values and Materials Declaration Requirements unless Buyer and Supplier agree in writing that (1) RoHS Directive explicitly exempts the Product in question or (2) the RoHS Directive explicitly exempts the exceedance of the Maximum Concentration Values in the particular Product or component thereof. Supplier will obtain and maintain all certifications related to such requirements to the extent such certification is required by any applicable Law or is reasonably requested by Buyer. Supplier agrees to furnish to Buyer copies of all regulatory reports and certifications upon demand. Further, if any re-submissions for recertification are required, Supplier will provide timely notice to Buyer and immediately provide Buyer with copies and full details of same. Supplier agrees Supplier agrees specifically to comply with all Federal, State and local Laws, statutes, ordinances, rules, regulations and relevant orders of the Secretary of Labor relating to equal employment opportunity. The terms and conditions of the Jabil Circuit Supplier Mandate for Banned and Restricted Substances Policy ("BaRS Mandate") and the Jabil Circuit Supplier Requirements for Banned and Restricted Substances Policy ("BaRS Requirements") are incorporated as part of this Purchase Order as though fully set forth herein. With respect the subject matter described in the Jabil BaRS Mandate and Jabil BaRS Requirements, to the extent there is any conflict between the Jabil BaRS Mandate and Jabil BaRS Requirements and the terms and conditions of this Purchase Order, the Jabil BaRS Mandate and Jabil BaRS Requirements shall prevail. The Jabil BaRS Mandate and Jabil BaRS Requirements are available at http://jabil.com/jabil-cares/business_conduct/bars.html, and the version of the BaRS Mandate and BaRS Requirements that is current as of the date of the Supplier's Purchase Order acceptance shall govern the parties' relationship. **U.S. Provisions.** If this order, or any part thereof, is a subcontract under a U. S. Government prime contract, the Federal Acquisition Regulations (FAR) clauses specified in 52.244-6 (and Defense Acquisitions Regulations Supplement (DFARS) clauses specified in 252.244-7000 if the prime contract is with the U. S. Department of Defense) in effect on the date of this Order, are, to the extent applicable, incorporated herein by reference with the same force and effect as though set forth in full text. In such clauses, unless otherwise stated, the term "Contractor" means Seller except in the term "prime contractor," "subcontractor" means Seller's subcontractor, "Contract" means this order, except in the term "prime contract" and both "contracting Officer" and "Government" mean Buyer except as otherwise indicated. Both parties will adhere to all appli-

cable Laws and regulations governing such party's conduct in connection with this Agreement, including, without limitation, the United States Foreign Corrupt Practices Act, the UK Bribery Act, and any laws or regulations of the U.S. Department of Commerce Bureau of Industry and Security and will not export or re-export any technical data or products received from a party, or the direct product of such technical data, to any proscribed country listed in the U.S. Export Administration regulations unless properly authorized by the U.S. government. **DPAS Statement.** If this order, including any line or subline item thereof, as indicated by a DPAS rating symbol thereon, is a rated order under the Defense Priorities and Allocations System (DPAS), then the following statement applies to the order/line item/subline item: **"This is a rated order certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR part 700)"**

Conflict Minerals: Supplier acknowledges there is a regulatory focus on the use of minerals and derivative metals sourced from areas identified as conflict regions, including the Democratic Republic of the Congo ("DRC") and the surrounding nine central African countries. Metals that have been identified of interest from these regions include gold (Au), tantalum (Ta), tungsten (W) and tin (Sn), and are termed "Conflict Minerals," and the foregoing ten countries are termed "Covered Countries," in each case pursuant to Rule 13p-1 ("the "Rule") under the Securities Exchange Act of 1934, as amended. The Products shall not contain Conflict Minerals from a Covered Country that directly or indirectly financed or benefitted an armed group (as defined in the Rule), and Supplier represents and warrants that, to the best of its knowledge after conducting the inquiry required by this Section 10, no Conflict Minerals contained in a Product that originated in a Covered Country directly or indirectly financed or benefitted an armed group. For purposes of such representation, warranty and agreement, Supplier has in good faith adopted and used, or will in good faith adopt and use, as applicable, standards, policies, protocols, systems, frameworks and procedures that meet or exceed the requirements of the reasonable country of origin and due diligence inquiries contemplated by the Rule and the Organization for Economic Co-operation and Development's Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, in each case as supplemented by such policies, procedures and requirements of Jabil as shall be applicable to Supplier and/or the Products at the time. Supplier shall further comply with any requests for information, certifications or other documents or evidence as Jabil, either directly or through its agents, may request to ensure the Products' and Supplier's compliance with this Section 10, and Supplier shall notify Jabil promptly upon discovering or having reason to believe that Supplier has breached or any Product fails to comply with any representation, warranty or agreement in this Section 10 or if there is any misstatement or omission in any information, certification or other document or evidence furnished to Jabil pursuant to this Section 10, and Supplier shall immediately take such corrective action as shall be necessary to mitigate any costs or damages to or adverse disclosure by Jabil arising or that may arise out of any of the foregoing. Supplier shall include the substance of this Section 10, including the flow down requirement contained in this sentence, in all contracts, terms and conditions and the equivalent of either of the foregoing with its suppliers and shall adopt and communicate internally and externally a policy on conflict minerals usage that is consistent with Jabil's policy, and in each case shall require its suppliers to do the same with respect to their direct and indirect suppliers. Supplier shall indemnify, defend, and hold Jabil, its Affiliates and their respective officers, directors, employees, agents and successors harmless from and against any and all claims, damages, losses (including loss of profits), liability, costs and expenses (including attorneys' fees) which arise out of Supplier's breach of or non-compliance with Section 10.

Toxic Substances: Supplier acknowledges that it is the intent of Buyer to identify and disclose where appropriate, including to Buyer's customers, all hazardous substances contained in or added to the Products. Supplier represents and warrants that none of the following hazardous substances are present in any Product: asbestos, azo colorants and its compounds, ozone-depleting substances (CFCs, HCFCs, HFCs, carbon tetrachloride, etc.), tributyl tin oxide (TBT), tributyl tin (TBT), triphenyl tin (TPT), polychlorinated biphenyls (PCBs), polychlorinated terphenyls (PCTs), polychlorinated naphthalenes (more than 3 chlorine atoms), short chain chlorinated paraffins (SCCPs), and nuclear or radioactive materials. Supplier warrants that all its packaging, components and/or Products supplied by Supplier will not contain higher levels of any banned substances listed below, on a homogeneous or on any other level, than as described in or currently permitted under the Laws referenced in Section 10: Cadmium and compounds, Mercury and compounds Asbestos (all types), CFCs, Chlorofluorocarbons, HCFCs, Hydrogenated, chlorofluorocarbons, CHCs, Chlorinated hydrocarbons, PBDEs, Polybrominated diphenyl ethers, PBBs, Polybrominated biphenyls PCBs, Polychlorinated biphenyls PCTs, Polychlorinated terphenyls PCP, Pentachlorophenol. Buyer may change the content listed below upon prior written notice to Supplier. Except as otherwise specified, such changes shall be effective after three (3) months after the date of notification. Consumer Product packing must be free from the above mentioned substances including: Cadmium, Mercury, Lead and Chromium IV 100 PPM (MG/KG), PVC and PVC blends 1000 PPM (MG/KG). Notwithstanding any provisions in this Purchase Order to the contrary, Supplier warrants that they will not sell any Product manufactured for, or on behalf of, Jabil or its customers to any third party, or through any market channels, unless prior written consent has been provided by Jabil. Jabil may, in its sole discretion approve or deny any such request.

11. Indemnification: Supplier will indemnify, defend and hold Buyer and its employees, subsidiaries, Affiliates, successors and assigns harmless from and against all claims, damages, losses, costs and expenses, including attorney's fees (including fees for service of subpoena in which claims are asserted against the Supplier) arising from any claim based in part or in whole on (i) the Product, a Recall, Product Specifications, or any design, information technology and processes supplied and/or approved by Supplier or otherwise required by Supplier of Buyer; (ii) that any item in subsection (i) infringes or violates any patent, copyright or other intellectual property right of a third party; (iii) actual or alleged non-compliance with applicable Law; or (iv) design or product liability alleging that any item in subsection (i) has caused or will in the future cause damages of any kind, or (v) Supplier's breach of any representations, warranties and covenants made under this Purchase Order Buyer will notify Supplier in writing of any claims made against Buyer. Supplier will reimburse Buyer's expense for counsel if Supplier does not assume control of the defense of a subject claim or respond to a subpoena. Supplier will not make any settlement that affects Buyer's rights or interests without Buyer's prior written approval which will not be unreasonably withheld. If the use by Buyer or its Affiliates, subsidiaries, assigns or customers of any Product or service furnished under this Purchase Order is enjoined ("Infringing Product"), Supplier shall, at its own expense, procure for Buyer the right to continue using the Infringing Product. If Supplier is unable to do so, Supplier shall at its own expense, either replace the Infringing Product with a non-infringing Product, or modify the Infringing Product so that it becomes non-infringing. If Supplier is unable to replace or modify the Infringing Product, Supplier shall promptly refund in full all costs paid by Buyer for the Infringing Product. Exercise of these remedies shall not be exclusive of or without prejudice to any other remedies provided in Law or equity which are available to Buyer. If the use of such Products is enjoined, temporarily or permanently, Buyer may return such Products to Supplier for full credit and cancel any remaining portion of the Purchase Order. Supplier will maintain all insurance and/or bonds necessary to satisfy its obligations under this Purchase Order, including without limitation, its obligations set forth in Section 11 hereof. Such insurance shall apply globally, respond in all jurisdiction, and at a minimum, and without limiting the foregoing covenant, Supplier will maintain general liability insurance, automobile insurance, errors and omissions insurance, recall insurance and worker's compensation insurance as required by Law and necessary to satisfy its obligations under this Purchase Order.

12. Intellectual Property: Ownership of Jabil Custom Development. Ownership and all rights in all Jabil Custom Development, including all rights in any trademarks, patents, copyrights, data, trade secrets and other intellectual property contained in or derived from the Jabil Custom Development, hereby vests exclusively in Jabil. The Parties expressly agree to consider as a "Work Made For Hire" any Jabil Custom Development which qualifies as such under the laws of the United States or other jurisdictions. To the extent the Jabil Custom Development does not qualify as a "Work Made For Hire" or where Jabil deems necessary for any other reason, Supplier hereby assigns to Jabil all such right, title and interest in such Jabil Custom Development, Supplier agrees to provide all reasonable assistance, including providing technical information relating to the Jabil Custom Development and executing all documents of assignment and other documents (and cause its agents, contractors, subcontractors, employees and others to provide such assistance and information and execute such documents) which Jabil may deem necessary or desirable to perfect its ownership interest in such Jabil Custom Development, including trademark, patent or copyright applications.

License to Supplier Intellectual Property. If and to the extent the Jabil Custom Development contains Supplier intellectual property, Supplier grants to Jabil an unrestricted, perpetual, worldwide, sub-licensable, royalty-free license under the Supplier intellectual property to use, copy, modify, distribute, publicly display, publicly perform, import, manufacture, have made, sell, offer to sell (whether directly or through channels of distribution), to the extent they are needed for Jabil to exercise its rights in the Jabil Custom Development. Any such license shall include Jabil's right to grant an unrestricted, royalty-free license to its Affiliates for the purposes stated herein.

13. Changes. Buyer reserves the right at any time, to request changes in the specifications, drawings, samples or other description to which the Products or services are to conform, the quantity and method of shipment and packaging, or in the time or place of Delivery. Supplier will advise Buyer in writing of any impact on cost, manufacturing or Delivery schedules within 15 days of Buyer's request. Supplier will institute any such change when authorized by Buyer in writing, and Buyer will pay any agreed-upon increase in Supplier's cost attributable to the change. Unless otherwise stated on the face of this Purchase Order or in an attachment to this Purchase Order, Buyer may reschedule any Delivery due at Buyer's facility more than seven (7) calendar days from the date such rescheduling without incurring any rescheduling charges or other expense. Supplier will confirm, within 2 days, any changes or reschedules in writing, via mail, facsimile or electronic data transmission. Supplier will not, without the prior written consent of Buyer, make any process, design or other changes to the Products. Supplier shall notify Buyer of any changes made to the products via a Product or Process Change Notification (PCN). Buyer shall be notified a minimum of 90 days before the scheduled shipment date of the Product identified in the PCN. Shipment may occur upon approval of the PCN by Buyer. For Product discontinuance, Supplier shall provide notice of Product discontinuance to Buyer, allowing a minimum of 6 months from the notice to place final orders, and 12 months from the notice for final shipments. This Purchase Order will not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except in writing by Buyer.

14. Confidential Information: "Confidential Information" means information on tangible media conspicuously labeled as "proprietary" or "confidential" or with comparable legend ("marked") provided by one party ("Provider") to the other party ("Recipient"). Orally disclosed information is also Confidential Information if Provider gives Recipient a marked writing containing a summary, the approximate date and time and the recipients of such disclosure within 30 days of disclosure. No information can be Confidential Information if (i) it is publicly available through no fault of Recipient; (ii) Recipient gets it from a third party who had the right to provide it; (iii) Recipient independently develops it or knew it before receiving it hereunder; or (iv) Provider discloses it to a third par-

ty without restriction. Recipient will hold and protect Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care. This Section 13 survives fulfillment or earlier termination of the Purchase Order for two years.

15. Miscellaneous: Supplier may not subcontract, in whole or in part, any of its obligations under this Agreement without Jabil's express written consent. Supplier will not delegate any duties or assign any rights under this Purchase Order without prior written approval from Buyer. Any attempted delegation or assignment will be void. Notwithstanding the foregoing, nothing herein will be construed to prevent Supplier from assigning its right to receive payments due it under the terms of this Purchase Order. Failure by Buyer to insist upon strict compliance to the terms and conditions of this Purchase Order is not a waiver of the term or condition. The waiver of any term or condition of this Purchase Order must be in writing. No such waiver will be construed as a waiver of any other term or condition nor as a waiver of any subsequent breach of the same term or condition. If any provisions herein will be held to be invalid or unenforceable for any reason such provisions will, to the extent of such invalidity or unenforceability, be reformed or, if necessary, severed to the minimum extent necessary to render the remainder of this Purchase Order to be valid or enforceable, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which will continue in full force and effect. This Purchase Order will be construed in accordance with, and governed by, the Laws of the State of Florida. Supplier hereby consents to submit any disputes arising hereunder to Florida courts with jurisdiction over Pinellas County, Florida. To the extent required by Executive Order No. 11,246 and its implementing regulations, this Purchase Order incorporates by reference the Equal Opportunity Clause, 41 CFR 60-1.4(a). Supplier represents, to the best of its knowledge and belief, that the Supplier and any of its Principals (as defined in 48 C.F.R. 52.209-5) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. Supplier represents that it has not within a three-year period preceding this Purchase Order, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this paragraph. With Tooling Purchase Orders, Supplier agrees to waive any lien that it may have on all property covered under said Purchase Order once payment in full has been received.

16. Notices. Any notice to Buyer will be directed to Buyers authorized representative. Any notice required pursuant to this Purchase Order will be in writing and will be deemed received as of the date of actual receipt of written notice.

17. Publicity. Without the prior written consent of the other party, neither party will use the name, logo, or trademark of the other party nor refer to this Purchase Order in any publicity or advertising, or disclose to any third party any of the terms of this Purchase Order; provided that, Jabil may provide information relating to Product performance, specifications and warranties to its customers.