

MASTER PURCHASING AGREEMENT

This Master Purchasing Agreement (“**Agreement**”) is entered into as of [DATE] (“**Effective Date**”) by and between Mercedes-Benz Research & Development North America, Inc. (“**MBRDNA**”), a Delaware corporation with its principal place of business at 309 N. Pastoria Ave., Sunnyvale, CA 94085, and [COMPANY NAME] (“**Provider**”), a [STATE OF INCORPORATION] corporation with its principal place of business at [ADDRESS]. MBRDNA and Provider agree as follows:

1. SERVICES.

1.1. Statements of Work. Provider agrees to provide MBRDNA with the goods, deliverables, Work Product (as defined in Section 5.2), and services (“**Services**”) detailed in a mutually agreed upon Statement of Work (“**SOW**”). Each SOW is incorporated into and governed by this Agreement. A SOW includes, but is not limited to, any quote, order form, price list, or statement of work, each of which must be accompanied by an approved MBRDNA purchase order (“**MBRDNA PO**”).

1.2. Change Orders. Any changes to the Services must be mutually agreed upon in writing and accompanied by an MBRDNA PO (“**Change Order**”). Each Change Order must specifically state the modifications to the Services, including any changes to the Services, Fees (as defined in Section 2.1), or schedule. Each Change Order is incorporated into and governed by this Agreement.

1.3. Acceptance. Upon receipt of the Services, MBRDNA is entitled to fifteen (15) business days to evaluate and accept. If MBRDNA does not notify Provider of deficiencies within that time period, the Services are deemed accepted. If MBRDNA provides notice of any deficiencies, Provider must promptly correct each, no later than ten (10) business days from notice, at no additional cost to MBRDNA. Provider must re-deliver the Services until MBRDNA accepts the Services or terminates the applicable SOW, this Agreement, or both.

1.4. Independent Contractor. This Agreement does not create an employer and employee relationship, partnership, or joint venture between the parties. Provider and its employees, agents, and contractors who perform the Services (“**Provider Personnel**”) are independent contractors, not employees or agents of MBRDNA or its Affiliates. “**Affiliate(s)**” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party to this Agreement. “**Control**” means (a) ownership of at least 50% of an entity’s common stock, membership interest, or similar ownership interest or (b) the ability to otherwise direct an entity’s management activities. Provider and Provider Personnel must not represent themselves as employees, agents, or legal representatives of MBRDNA, and have no authority to bind MBRDNA. Any attempt to bind MBRDNA without MBRDNA’s prior written consent is null and void.

1.5. Provider Personnel. Provider must identify all Provider Personnel in writing to MBRDNA at least fourteen (14) days before the Services begin, and must notify MBRDNA in advance of any changes in Provider Personnel during the Term (as defined in Section 11.1). In addition, Provider must ensure that all Provider Personnel execute the MBRDNA Contractor Invention Assignment and Confidentiality Agreement (“**Confidentiality Agreement**”) at

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Updated 5/23/2023

<https://mbrdna.com/procurement/contractor-invention-assignment-confidentiality-agreement/> before commencing Services. If Provider Personnel change at any time, Provider must ensure that all new Provider Personnel execute the Confidentiality Agreement before commencing the Services. Provider must promptly send all executed Confidentiality Agreements to procurement_mbrdna@mercedes-benz.com unless otherwise instructed. Provider must immediately remove and replace any Provider Personnel if MBRDNA, at its sole discretion, finds Provider Personnel's performance unsatisfactory. If Provider replaces Provider Personnel, Provider must promptly provide qualified replacement candidates for approval by MBRDNA, and bear any costs attributable to preparing and training new Provider Personnel to provide the Services. Provider represents and warrants that Provider is solely responsible for payment of all compensation and employment-related taxes and benefits, and must be in compliance with all applicable labor laws for Provider Personnel. Provider and Provider Personnel are not entitled to receive any benefits that MBRDNA offers to its employees.

1.6. MBRDNA Approved Subcontractors. Provider must not subcontract the Services or otherwise assign or delegate its obligations under this Agreement without MBRDNA's prior written consent, which may be provided at MBRDNA's sole discretion. Provider must require MBRDNA-approved subcontractor(s) to comply with all obligations applicable to them under this Agreement, and Provider is solely liable for each MBRDNA-approved subcontractor's performance, compliance with, and breach of any obligation under this Agreement. Provider must ensure that each MBRDNA-approved subcontractor discloses to MBRDNA the location of any MBRDNA Data (as defined in the Data Protection Addendum at <https://mbrdna.com/data-protection-addendum/> ("**Data Protection Addendum**")) in the MBRDNA-approved subcontractor's possession or control. In the event of an audit under Section 12.2 or deletion obligations under Section 11.4(b) of this Agreement, Provider must ensure each MBRDNA-approved subcontractor's compliance.

2. COMPENSATION.

2.1. Fees. As sole consideration for the performance of the Services, MBRDNA agrees to pay to Provider the fees set forth in each SOW ("**Fees**").

2.2. Taxes. Unless otherwise stated in a SOW, MBRDNA will pay Provider applicable sales, use, and like taxes as required by law, unless MBRDNA provides Provider with a valid and applicable tax exemption certificate or other evidence of inapplicability. MBRDNA is not liable for taxes on Provider's income, property, or employees.

2.3. Expenses. Unless otherwise stated in a SOW, Provider is solely responsible for all expenses related to providing the Services. MBRDNA will reimburse Provider expenses only if the expenses were pre-approved in writing by MBRDNA and, where applicable, comply with MBRDNA's Travel Guidelines for Suppliers, Service Providers, and Contractors at mbrdna.com/procurement/supplier-travel-guidelines.

2.4. Invoices. Provider must issue accurate invoices for Services in accordance with each SOW. All invoices must reference the applicable MBRDNA PO and must be sent in PDF format to MBRDNA_4103_default@bscs.basware.com. Invoices must contain Provider contact information, detailed descriptions of all goods and Services provided, detailed price breakdown, and total cost. All invoices for Services must be submitted to MBRDNA by Provider within a reasonable time period, but no later than twelve (12) months after the performance of Services or the delivery of goods. MBRDNA has no obligation to pay invoices received after this reasonable time period. Payments are due within thirty (30) days from receipt of invoice, unless disputed by MBRDNA in writing within fifteen (15) days of receipt. The parties must reasonably cooperate in the prompt resolution of any disputed fees or expenses. Provider must not withhold or delay any Services or interfere with or restrain, electronically or otherwise, MBRDNA's ability to use any previously delivered Services due to an ongoing invoice dispute.

3. MBRDNA EQUIPMENT, PREMISES, SYSTEMS AND DATA.

3.1. MBRDNA Equipment. Provider agrees to furnish all equipment necessary to complete the Services unless otherwise stated in a SOW. Any equipment MBRDNA makes available to Provider Personnel ("**MBRDNA Equipment**") is and remains the sole property of MBRDNA. Provider is solely responsible for all loss or damage to MBRDNA Equipment supplied to Provider Personnel, ordinary wear and tear excepted. Provider must (a) ensure the proper care of MBRDNA Equipment by Provider Personnel and MBRDNA-approved subcontractors, (b) promptly notify MBRDNA of any loss or damage to MBRDNA Equipment in writing, and (c) return MBRDNA Equipment immediately upon the expiration or termination of the relevant SOW, or as otherwise stated in a SOW.

3.2. Access to MBRDNA Premises and MBRDNA Systems. If the Services require Provider Personnel or MBRDNA-approved subcontractors to access MBRDNA's premises, or MBRDNA's electronic systems or networks ("**MBRDNA Systems**"), Provider and MBRDNA-approved subcontractors agree to comply with all MBRDNA policies and applicable laws. Prior to accessing any MBRDNA premises or MBRDNA Systems, Provider Personnel and MBRDNA-approved subcontractors must agree to and comply with any confidentiality agreement required by MBRDNA, and apply additional safeguards and grant MBRDNA additional rights set forth in the Data Protection Addendum.

3.3. MBRDNA Data. Provider must ensure all MBRDNA Data (as defined in the Data Protection Addendum) is subject to the appropriate organizational, technical, and physical controls and other safeguards pursuant to the Data Protection Addendum. If Provider has access to MBRDNA Data, Provider must apply additional safeguards and grant MBRDNA additional rights as set forth in the Data Protection Addendum.

4. CONFIDENTIALITY.

4.1. MBRDNA Confidential Information. "**MBRDNA Confidential Information**" means MBRDNA Data and all proprietary information, product plans and technical specifications, design information, prototypes, test data, marketing and distribution plans and schedules, product availability information, and other business, technical, and financial information that MBRDNA designates, either

orally or in writing, as being confidential, or that is reasonably understood to be confidential given the nature of the information and the circumstances surrounding its disclosure. The terms and existence of this Agreement are MBRDNA Confidential Information.

4.2. Confidentiality Obligations. Provider must (a) take all reasonable precautions to protect MBRDNA Confidential Information, (b) only disclose the portions of MBRDNA Confidential Information to Provider Personnel or MBRDNA-approved subcontractors having a specific need to know, (c) not divulge any MBRDNA Confidential Information or any information derived from it to any third person except as provided below, (d) not access or use the information except for the purposes of this Agreement, and (e) not copy or reverse engineer any MBRDNA Confidential Information. Provider is entitled to share MBRDNA Confidential Information only with MBRDNA-approved subcontractors, agents, consultants, or Affiliates who have a specific need to know and are bound in writing by confidentiality provisions that are no less protective than those provided in this Agreement, with prior written notice to MBRDNA.

4.3. Exceptions. MBRDNA Confidential Information does not include information which (a) is already lawfully in Provider's possession prior to being disclosed to Provider by MBRDNA, as demonstrated by written records, (b) becomes generally available to the public other than as a result of a disclosure directly or indirectly by Provider, (c) becomes available to Provider on a non-confidential basis from a third-party lawfully in possession of MBRDNA Confidential Information and not in violation of any obligation restricting disclosure, or (d) was independently developed without referencing or using MBRDNA Confidential Information, as demonstrated by written records.

4.4. Disclosure by Law. In the event Provider is required by law to disclose any MBRDNA Confidential Information, Provider must (a) give MBRDNA reasonable advance notice, to the extent allowed by law, prior to disclosure so MBRDNA may contest the disclosure or seek a protective order, and (b) reasonably limit disclosure to the minimum amount that is legally required.

4.5. Notice. If Provider breaches any obligation under Section 4, Provider must notify MBRDNA within 24 hours of discovery of the breach and must reasonably attempt to, and assist MBRDNA with, retrieving the lost or improperly disclosed MBRDNA Confidential Information.

5. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP.

5.1. Intellectual Property Rights. "Intellectual Property Rights" means all patent, patent registration, copyright, trademark, trade name, service mark, service name, trade secret, or other intellectual property rights recognized by any United States federal or state law, rule, or regulation, or any foreign law, rule, or regulation, or international treaty.

5.2. Ownership of Work Product. All Intellectual Property Rights in anything written, designed, produced, or delivered by Provider under this Agreement, and all associated derivatives, enhancements, and modifications ("**Work Product**"), are the property of MBRDNA. All Work Product is deemed "Works Made for Hire," as that phrase is defined in Section 101 of the United States Copyright Act, as amended ("**Act**"), 17 U.S.C. § 101, and used in 17 U.S.C. § 201, and MBRDNA is considered the

author and owns all right, title and interest, in and to the materials. To the extent that any of the Work Product does not qualify as “Works Made For Hire” under Section 101 of the Act or equivalent foreign or subsequently enacted domestic law, Provider irrevocably assigns to MBRDNA, immediately upon conception or creation, all right, title, and interest (including without limitation, all Intellectual Property Rights) in and to the Work Product. Provider waives and does not assert any moral rights that may exist in the Work Product.

5.3. Provider’s Assistance. Upon MBRDNA’s request, Provider and Provider’s successors in interest must execute and deliver documents and take all other actions reasonably necessary to evidence, perfect, or protect MBRDNA’s rights in the Work Product. If MBRDNA is unable, for any reason, to secure Provider’s signature to apply for or to pursue any application for any United States or foreign patent, copyright registrations, or other registrations covering works made for hire assigned to MBRDNA, Provider irrevocably designates and appoints MBRDNA and its authorized officers and agents as Provider’s agent and attorney-in-fact, to act for and on Provider’s behalf to do any lawfully permitted acts to further the prosecution and issuance of patents, and registration of copyrights or trademarks, with the same legal force and effect as if executed by Provider. Provider must not apply for any state, federal, or other United States or foreign jurisdiction’s registration of rights in the Work Product, and must not oppose or object in any way to applications of the same by MBRDNA.

5.4. License Grant of Provider IP. Provider grants MBRDNA a perpetual, irrevocable, fully paid-up, royalty-free, worldwide, non-exclusive, sub-licensable, transferable license to use, reproduce, make, have made, distribute, offer for sale, sell, prepare derivative works, and otherwise fully exploit any and all Provider IP incorporated into the Work Product. “**Provider IP**” means Provider’s pre-existing or independently developed proprietary materials and other intellectual property that Provider can demonstrate with written records was created prior to or separate from Provider’s engagement with MBRDNA. Provider must obtain MBRDNA’s prior written consent before incorporating Provider IP into any Work Product, although Provider’s failure to do so does not affect the license grant of Provider IP to MBRDNA under this Agreement.

5.5. Third-Party IP. Provider must not disclose, use or incorporate any third-party proprietary information (“**Third-Party IP**”) in the Work Product or Services without MBRDNA’s prior written consent, which may be provided at MBRDNA’s sole discretion. If Provider intends to use any Third-Party IP in the Work Product, and MBRDNA consents in writing, Provider must obtain all necessary rights in the Third-Party IP to grant MBRDNA the rights required to use any Third-Party IP incorporated in the Work Product perpetually, at no additional cost to MBRDNA.

6. REPRESENTATIONS, WARRANTIES AND TECHNICAL COMPLIANCE.

6.1. By Each Party. Each party represents and warrants that it has the full power and authority to enter into and perform duties under this Agreement.

6.2. By Provider. Provider represents and warrants that (a) Provider's performance does not violate any agreement, obligation, or understanding between Provider and any third-party, (b) no litigation or pending or threatened claims or litigation exists, which does or may adversely affect Provider's ability to fully perform its obligations under this Agreement, (c) Provider has and must maintain the proper licenses, certifications, rights, permits, registrations, filings, and authorizations to perform the Services, (d) Provider, Provider Personnel, and MBRDNA-approved subcontractors must perform Services in a diligent and workmanlike manner and in accordance with all applicable industry standards and the Agreement, (e) Provider Personnel and MBRDNA-approved subcontractors have the necessary knowledge, skills, experience, qualifications, and resources to perform the Services, (f) Provider has acquired or will acquire all rights necessary for MBRDNA's use and ownership of Work Product and use of any Third-Party IP in accordance with Section 5.5, (g) Work Product must conform to mutually agreed upon specifications, (h) Provider must comply with the Mercedes-Benz Special Terms at https://docmaster.supplier.daimler.com/DMPublic/en/html/M10.02.05.FTPNN02_list.html to the extent applicable to the Services provided by the Provider, (i) Provider must comply with all applicable laws, regulations, and ordinances, (j) Provider must comply with all policies, instructions, or procedures provided by MBRDNA during the Term, and (k) if required by MBRDNA, Provider, Provider Personnel, and any MBRDNA-approved subcontractor's employees, agents, and contractors who have been or will be involved in the performance of the Services, have passed lawful background checks, appropriate for the type of Services to be performed.

6.3. Technical Compliance. Provider must (a) comply with all applicable laws related to Provider's performance under the Agreement. These laws include, but are not limited to, technical laws and regulations regarding US vehicle emissions, certification, and product safety. Provider's compliance must take into account the fundamental spirit of the respective laws and regulations, and (b) establish adequate structures within Provider's organization to ensure adherence to all applicable laws for product creation and development. Such a system should provide orientation and guidance for Provider's employees and consider appropriate ethical, integrity, and technical compliance standards. If Provider learns or has reason to know of facts that may indicate a violation of legal requirements or regulations regarding certification, emission, or product safety with implications for MB AG, MBRDNA or its Affiliates, Provider must (1) immediately notify the appropriate contact person according to the Technical Compliance Management System ("tCMS") escalation model and (2) immediately investigate the facts. The current tCMS escalation model and list of points of contact can be found in the supplier portal at <https://supplier-portal.mercedes-benz.com/>. Provider must undertake reasonable best efforts to include comparable notification and escalation requirements in its contract documents with subcontractors for certification, emission, or product safety-related parts, software or software calibrations requiring that corresponding notifications must be made by MBRDNA-approved subcontractors to Provider.

7. INDEMNIFICATION.

7.1. Claims. "Claim(s)" means claims, demands, proceedings, regulatory actions, liabilities, losses, causes of action, damages, fines, judgments, and settlements, including reimbursement of all reasonable expenses, including legal fees and expenses.

7.2. Indemnification by Provider. To the fullest extent allowed by law, Provider must indemnify, defend, and hold MBRDNA, its Affiliates, and their respective officers, directors, employees, contractors, and agents ("**MBRDNA Indemnified Party**") harmless from and against any and all third-party Claims arising out of or related to (a) any material breach of this Agreement by Provider, including Provider's breach of any representation or warranty, (b) Provider's stoppage of Services unilaterally, (c) Provider's violation of any law applicable to the Services, (d) any negligent or wrongful act or omission of Provider, Provider Personnel, MBRDNA-approved subcontractors, agents, or contractors that results in bodily injury, death, or the destruction or loss of use of property, or (e) actual or alleged infringement, misuse, or misappropriation of any third-party Intellectual Property Rights. MBRDNA must promptly notify Provider in writing of any Claim for which an MBRDNA Indemnified Party seeks indemnification. Any delay in notice of an indemnified Claim relieves Provider of its indemnity obligations only to the extent that Provider is prejudiced by the delay. Provider must not enter into any stipulated judgment or settlement without MBRDNA's prior written consent, unless the sole relief provided is monetary damages that are paid in full by Provider, and the settlement includes a release of all Claims against the MBRDNA Indemnified Party by the party bringing the Claim. Any MBRDNA Indemnified Party is entitled to participate in the investigation and defense of an indemnified Claim. Upon written notice to Provider, any MBRDNA Indemnified Party may assume the sole control or defense of a Claim if it determines that Provider has failed to assume control of the defense or to diligently pursue the defense of an indemnified Claim at any time, at Provider's sole cost and expense.

7.3. Indemnification by MBRDNA. To the fullest extent allowed by law, MBRDNA will defend Provider against third-party Claims arising out of MBRDNA's gross negligence or willful misconduct, or breach of Section 6.1, and pay any settlement amounts or damages finally awarded, provided that Provider gives MBRDNA prompt written notice of the Claim, and sole control of the defense and settlement of the Claim. Provider's failure to promptly notify MBRDNA does not relieve MBRDNA of its indemnity obligations under this Agreement, unless and solely to the extent that MBRDNA is prejudiced by the delay.

8. COVID-19.

8.1. Waiver, Release, and Assumption of Risk. To the fullest extent permitted by law, Provider releases and forever discharges and holds harmless MBRDNA and its successors and assigns from any and all Claims of whatever kind or nature, either in law or in equity, which arise or may arise from the Services, including without limitation, any harm or illness resulting from or related to a COVID-19 infection. Provider understands and acknowledges that this waiver discharges MBRDNA from any Claim that Provider may have against MBRDNA with respect to any bodily injury, personal injury, illness, death, or property damage that may result from or relate to the Services. Provider expressly acknowledges the danger of possible COVID-19 exposure that is inherent and necessary in providing the Services and specifically assumes the risk of injury or harm arising from or related to the Services. Provider has carefully read, understands, and agrees to the waiver, release, and assumption of risk in this Section 8.1, and Provider fully understands that by accepting, Provider is waiving these rights in Section 8.1.

8.2. Agreement to Act Responsibly and in Compliance with Applicable Rules, Policies, and Standards. Provider represents and warrants that Provider Personnel and MBRDNA-approved

subcontractors must conduct themselves in a responsible and appropriate manner, including but not limited to, complying with all posted instructions and best practices regarding minimizing the risk of a COVID-19 infection (e.g., social distancing, wearing a properly fitted face covering, hand hygiene, etc.). Provider also agrees to comply with all applicable laws, public health directives, MBRDNA workplace policies (including without limitation, MBRDNA policies and guidelines regarding COVID-19), and all rules, policies, standards, and directives of the facilities where the Services may be performed.

8.3. Applicable to California Residents: Waiver of Section 1542, California Civil Code. Section 1542 of the California Civil Code provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

REGARDING THE WAIVER OF RIGHTS IN SECTION 8.1, PROVIDER EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542 and any applicable state law of similar effect. This waiver extends to and includes any and all Claims that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future.

9. LIMITATION OF LIABILITY.

9.1. Damages Waiver and Monetary Cap. Neither party is liable to the other for any loss of business opportunities, lost profits, or for any indirect, special, collateral, incidental, consequential, or punitive damages, however caused on any theory of liability, whether based on breach of contract, strict liability, warranty, tort (including negligence and breach of statutory duty), or otherwise, and whether or not the party has been advised of the possibility of that damage. MBRDNA's total liability to Provider, from all causes of action and all theories of liability, is limited and does not exceed the amount paid to Provider under the SOW out of which the liability arose.

9.2. Exceptions. The limitations set forth in Section 9.1 do not apply to either party's liability for (a) gross negligence or intentional misconduct, (b) death or personal injury, (c) breach of Section 3.3 (MBRDNA Data), (d) breach of Section 4 (Confidentiality), (e) any indemnification obligations under this Agreement, (f) breach of its obligations under applicable law, and (g) Claims of infringement or Claims of misappropriation of third-party Intellectual Property Rights.

10. INSURANCE.

10.1. Insurance Coverage. During the Term of this Agreement, Provider must, at its own cost, purchase and maintain, and must require any agent or MBRDNA-approved subcontractor it retains, to purchase and maintain sufficient insurance coverage to meet obligations under this Agreement and by law. Without limiting the foregoing, Provider must maintain at its sole cost and expense at least the following insurance coverage to meet its obligations:

(a) Commercial General Liability Insurance covering bodily injury, property damage, personal and advertising injury, independent contractors and contractual liability, host liquor liability, products and completed operations liability for \$1,000,000 each occurrence.

(b) Business Automobile Liability Insurance covering all owned, hired, and non-owned vehicles for a combined single limit bodily injury and property damage for \$2,000,000 each accident.

(c) Workers' Compensation Insurance according to statutory limits, including Employers' Liability Insurance for \$1,000,000 each accident, each disease, each employee.

(d) Professional Liability (Errors and Omissions) Insurance covering all products and Services provided to MBRDNA by Provider for \$1,000,000 each occurrence to remain in force for two (2) years after termination of this Agreement. MBRDNA may determine whether Professional Liability Insurance is required based on whether the Services create exposures generally covered by such a policy.

(e) Umbrella Liability/Excess Liability Insurance providing coverage in excess of the limits noted in (a), (b) & (c) above at minimum limits of liability of (1) \$10,000,000 if Provider is performing Services for MBRDNA that require substantial operation of automobiles (e.g., test driving, real driving emissions or endurance testing, transportation services and logistics services), or (2) for \$3,000,000 for all other types of Services. The Umbrella/Excess Policy must follow the form of the primary policies noted as (a), (b), and (c) and be extended to "drop-down" to become primary in the event the primary limits are reduced, or the aggregate limits are exhausted.

(f) Cyber Liability Insurance, also known as Privacy and Network Security Liability Insurance, providing protection against liability for (1) system attacks, (2) denial or loss of service attacks, (3) spread of malicious software code, (4) unauthorized access and use of computer systems, (5) crisis management and MBRDNA notification expenses, (6) privacy regulatory defense and penalties, and (7) liability arising from the loss or disclosure of confidential data with coverage limits of not less than \$5,000,000 per claim and \$10,000,000 annual aggregate.

10.2. Other Insurance Requirements. MBRDNA is entitled to require higher liability limits if the Services provided warrant higher liability limits in MBRDNA's review of the Services. Provider must add MBRDNA as an additional insured on Provider's Commercial General Liability, Business Automobile Liability, Umbrella/Excess Liability, and Cyber Liability policies. Provider's insurance is primary and not contributory over any other insurance that MBRDNA maintains. Provider must include a waiver of subrogation in favor of MBRDNA under all policies noted above including Workers' Compensation Insurance. Provider must cooperate and provide all information to MBRDNA and to MBRDNA's insurance companies, which is necessary as it relates to any loss or property damage.

10.3. Evidence of Insurance. Provider must furnish MBRDNA certificates of insurance, upon execution of this Agreement, evidencing the required coverages. The certificates of insurance must provide for thirty (30) days' prior written notice of cancellation, material change in coverage, or non-renewal of coverage.

11. TERM AND TERMINATION.

11.1. Term. This Agreement begins on the Effective Date and remains in effect until the completion of the Services under all SOWs, unless earlier terminated ("**Term**").

11.2. Termination for Convenience. MBRDNA is entitled to terminate this Agreement or any SOW, for any reason, by providing fifteen (15) days' written notice to Provider.

11.3. Termination for Material Breach. If Provider fails to cure any material breach to MBRDNA's satisfaction within fifteen (15) days of receipt of notice, MBRDNA is entitled to terminate this Agreement or any SOW immediately with written notice.

11.4. Effect of Termination.

(a) **Payment.** Upon expiration or termination of this Agreement, MBRDNA will pay Provider for any unpaid Services accepted by MBRDNA that Provider performed up to the expiration or effective date of termination. Provider must refund any prepaid Fees for Services not yet delivered within thirty (30) days of the effective date of termination.

(b) **Required Returns, Delivery, and Deletion.** Immediately upon termination of this Agreement, Provider and MBRDNA-approved subcontractors must (1) return all MBRDNA Confidential Information, MBRDNA Equipment, and all other MBRDNA property unless otherwise instructed, (2) deliver to MBRDNA any started, completed, or partially-completed Services as of the effective date of termination, and all related data and materials, and (3) delete all MBRDNA Data (as defined in the Data Protection Addendum) unless otherwise stated in a SOW.

(c) **Transition Services.** Upon MBRDNA's written request, Provider must assist MBRDNA in transitioning the Services, in accordance with a mutually agreed upon transition plan detailing the costs, process, and timelines to transition the Services.

12. GENERAL.

12.1. Non-Assignment. Provider must not assign this Agreement or any of its respective rights or obligations without the prior written consent of MBRDNA, which may be provided at MBRDNA's sole discretion. Any attempted assignment in violation of this provision is void. Provider remains liable for the action of any party to whom Provider assigns this Agreement or its rights or obligations.

12.2. Records and Audits. During the Term and for six (6) years after ("**Audit Term**"), Provider and MBRDNA-approved subcontractors must maintain complete and accurate records of all Services, Fees and expenses charged to and paid by MBRDNA, including but not limited to, documentation of all expenditures and purchases made, time incurred, and Provider Personnel and MBRDNA-approved subcontractors used in connection with the Services. During the Audit Term, Provider and MBRDNA-approved subcontractors must permit MBRDNA, or its authorized representatives, to examine and copy Provider's and MBRDNA-approved subcontractors' accounts and records electronically. Provider and MBRDNA-approved subcontractors must reasonably cooperate in any audit at no cost to MBRDNA.

Confidential

Updated 5/23/2023

12.3. Governing Law. This Agreement is governed by the laws of the State of New York, excluding any conflict of law provisions.

12.4. Force Majeure. Any delay or failure of a party to perform its obligations or exercise its rights under this Agreement does not constitute a breach of this Agreement, if and to the extent the delay or failure is caused by an event, including without limitation, natural disasters, epidemic, pandemic, acts of God, declared war, terrorism, civil disorder, material labor disputes or strikes (excluding those by the party's own workforce), and extraordinary governmental action, that is (a) beyond the reasonable control of the party, (b) not avoidable by the party's reasonable due diligence and planning, and (c) not caused by the party ("**Force Majeure Event**"). Cyberattacks, data breaches, and hacking of Provider's systems are not Force Majeure Events. The affected party's performance is excused and the time for performance is extended, only if the affected party immediately notifies the other party of the Force Majeure Event and its anticipated duration, and uses reasonable efforts to recommence performance as soon as possible. To the extent that a Force Majeure Event delays performance of the Services, MBRDNA's obligation to pay the Fees is delayed in an equal amount. If the affected party is unable to perform for more than fifteen (15) calendar days due to a Force Majeure Event, the other party may terminate this Agreement or an applicable SOW, without cost or liability, upon written notice to the affected party.

12.5. Injunctive Relief. In the event of a breach of this Agreement by Provider, MBRDNA is entitled to seek injunctive relief and specific performance, in addition to any other relief to which it may be entitled.

12.6. Attorneys' Fees and Costs. The substantially prevailing party in any action to enforce this Agreement is entitled to recover its attorneys' fees and costs, in addition to any other relief to which it may be entitled.

12.7. Trademarks and Publicity. Provider must not use Mercedes-Benz names, trademarks, and logos, including but not limited to: "Mercedes-Benz Research & Development North America," "MBRDNA," "Mercedes-Benz," "Mercedes," "Maybach," "Smart," "AMG," the Three-Pointed Star Within a Circle logo, the Maybach logo, the Smart logo, the AMG logo, and any other marks or logos restricted by MBRDNA, for any purpose without MBRDNA's prior written consent, which may be provided at MBRDNA's sole discretion. Provider must not issue any public statement, press release, marketing materials, or other forms of publicity relating to Provider's relationship with MBRDNA or this Agreement, without MBRDNA's prior written consent, which may be provided at MBRDNA's sole discretion.

12.8. Non-Exclusivity. Provider is not an exclusive supplier of Services to MBRDNA. Unless otherwise stated in a SOW, nothing in this Agreement is deemed or may be construed to prohibit either party from participating in similar business arrangements with other parties.

12.9. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, it is stricken from the Agreement and the remaining provisions of the Agreement are not affected or impaired.

12.10. Entire Agreement. This Agreement, and all documents attached or incorporated by reference, constitute the complete integrated agreement between the parties concerning its subject matter. All prior and contemporaneous agreements, understandings, negotiations or representations, whether oral or in writing, relating to the subject matter of this Agreement are superseded and canceled in their entirety. In the event of a conflict between the terms of this Agreement and the terms of a SOW, the terms of this Agreement control, unless the SOW specifically states otherwise. In the event of any conflict or inconsistency, the order of precedence is: (1) this Agreement, (2) the applicable SOW, (3) any other exhibit or addendum to this Agreement.

12.11. Amendments. No amendment or any other change in any term or condition of this Agreement is valid or binding on either party unless executed in writing by authorized representatives of both parties.

12.12. Survival. The provisions of Sections 2, 3.1, 3.3, 4 to 9, 11.4 and 12 survive the expiration or termination of this Agreement.

12.13. Notices. All notices, requests, demands, waivers, and other communications must be in writing and signed by a duly authorized representative. For MBRDNA, notices must be sent, by hardcopy delivery and email, to the addresses below. For Provider, notices must be sent to the address on the MBRDNA PO. Notice is deemed to have been given either (a) upon receipt if by personal delivery, (b) the date of delivery as indicated in the records of the courier if by courier, or (c) upon acknowledgment of receipt by email. Each party may change their address for notices by giving written notice to the other party.

Mercedes-Benz Research & Development North America, Inc.
309 N. Pastoria Ave.
Sunnyvale, CA 94085
Attn: Legal Department
Email Address: dw_624-legal_attorneys@mercedes-benz.com

and

309 N. Pastoria Ave.
Sunnyvale, CA 94085
Attn: Procurement Department
Email Address: Procurement_MBRDNA@mercedes-benz.com

12.14. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same agreement. This Agreement may be executed electronically (i.e., DocuSign).

MERCEDES-BENZ RESEARCH & DEVELOPMENT NORTH AMERICA, INC.

[PROVIDER]

By_____

By_____

By_____

Date:

Date:

Date:

Name:

Name:

Name:

Title:

Title:

Title: