

## **JOHNSON ELECTRIC GROUP STANDARD TERMS OF SALE FOR AUTOMOTIVE PRODUCTS AND SERVICES**

All sales of automotive products and services to a third party by Johnson Electric Group, including all of its divisions and subsidiaries in all geographic locations around the world ("**Seller**"), are made on the following terms and conditions, including the **Software License Addendum**. In these Standard Terms of Sale, any products sold by Seller to the buyer named in Seller's quotation or acknowledgment ("**Buyer**") are referred to below as "**Products**" and any services sold by Seller to Buyer are referred to below as "**Services**". These Standard Terms of Sale are incorporated by reference into every quotation, acknowledgement and invoice issued by Seller.

**1. CONTRACT.** The quotation issued by Seller ("**Quotation**"), whether or not in response to a request for quotation ("**RFQ**") process, and as may be amended from time to time, is an offer to the Buyer for entering into a commercial contract ("**Contract**"). The drawings, specifications, preliminary statements of work and assignment of tasks and responsibilities, as they may be amended from time to time, are incorporated herein by reference. Any general terms and conditions issued by Buyer are specifically not incorporated into the Quotation. Buyer accepts the Quotation by: (i) signing the Quotation; (ii) issuing a purchase order for the Products ("**PO**"); (iii) accepting delivery of the Products and/or the Services; or (iii) by other conduct which fairly recognizes the existence of a Contract for the purchase and sale of the Products and/or Services. Any additional or different terms proposed by Buyer, whether in its Purchase Order, RFQ materials, material releases, scheduling agreements or otherwise, are unacceptable to and expressly rejected by Seller, are hereby waived by Buyer and are not to be formed as part of any Contract. Seller will not be bound to any provisions in the Contracts between Buyer and its Buyer(s). Acceptance by Buyer shall be limited to and conditional upon Buyer's acceptance of the terms of the Quotation exclusively.

**2. PRICING.** The prices for the Products and/or Services are listed on the face of the quotation and are not subject to decrease on account of pricing to any other buyer. Further: (a) Prices are subject to adjustment in accordance with provisions contained in the Quotation and shall include a pass through to Buyer of increases in raw material and component prices, freight, inflation rate, labor cost and currency exchange rate greater than 5% between the currency of payment and the currency of the country in which the Products are manufactured or the Services are performed, and a price adjustment reflecting the higher piece price cost for any decrease in annual volumes greater than twenty (20%) from Buyer's estimates in the quoting process; (b) In addition to the price of the Products and/or Services as stated in the Quotation, any and all taxes (not including any income or excess profit taxes) that may be imposed by any taxing authority, arising from the sale, delivery, or use of the Products and/or Services for which the Seller may be held responsible for collection or payment either on its own behalf or on behalf of the Buyer, shall be paid by the Buyer to Seller upon Seller's demand; (c) the price paid to Seller shall not be reduced on account of any price reduction or compromise on receivables that Buyer may agree to with Buyer's customer for the assemblies which contain the Products and/or Services or for the cost of insurance or a guaranty of payment (whether public or private) covering the moneys owed to Buyer by Buyer's customer.

Seller will provide sufficient documentation (without disclosing its confidential and proprietary information) to evidence any of the cost increases set forth in this paragraph. Any engineering or other change to the Products and/or Services by Buyer will permit Seller to re-quote the Products and/or Services in their entirety. In the event that any change to the Products results in the obsolescence of any raw material or supplies reasonably purchased by Seller, Buyer shall pay for such costs prior to the delivery of any modified Products.

**3. DELIVERY, TITLE & RISK AND LOSS.** Unless otherwise stated on the face of the Quotation or acknowledgement, delivery of the Products shall be made to FCA (Incoterms 2010) Seller's facility listed on the face of the Quotation or in other supporting documents. Title and the risk of loss of or damage to all Products sold will pass to Buyer upon delivery of the Products as determined by the Incoterms delivery term. Buyer is responsible for insuring the Products against risks of any kind. Even if insurance is to be arranged by Seller, it counts as concluded on Buyer's behalf. Seller shall not incur any liability, whether direct or indirect, nor shall any order be canceled because or as a result of any delays in meeting such dates or schedules.

In the event that Buyer transports the purchased Products outside the jurisdiction of Seller, Buyer shall keep record and books of the transportation documents and make these available to Seller upon request. The delivery period commences as soon as a PO has been accepted by Seller, when all official formalities such as export, import and payment permits have been obtained, when payments and securities due upon placing the order have been made and when the essential technical points have been settled. The delivery period is deemed to have been respected if, on expiry, the Products are ready for dispatch. The right to reclaim the Products delivered to Buyer remains with Seller until Buyer has settled all receivables to which Seller is entitled from Buyer.

Buyer shall comply with all applicable export laws and regulations. Buyer will not, unless properly authorized, import, export, re-export, resell, transfer or disclose (directly or indirectly) any Products or technical data, or the direct product of any Products or technical data: (1) to any person or entity designated on a restricted parties list; (2) to any country subject to an applicable embargo or economic sanctions program; (3) for any prohibited end-use (i.e., nuclear, missile, chemical/biological weapon proliferation). Buyer shall hold Seller harmless from any liability arising from Buyer's failure to comply with such laws, regulations and orders.

**4. RELEASES.** Buyer acknowledges that it has received a financial benefit from manufacture of the Products in low cost areas and therefore agrees to the following production lead-time: POs should be placed by Buyer at least ninety (90) days (for non-standard products) and sixty (60) days (for standard products) respectively prior to the scheduled shipment date ("**Lead Time**").

Seller will not be liable for any direct or indirect loss or costs or damages, charges or expenses caused by any delay in delivering Products and/or Services nor will any such delay entitle the Buyer to terminate or rescind the Contract or cancel a PO. In lieu of such damages against Seller for deliveries not in conformity with any release, Seller will maintain one week of safety stock in finished Products in its distribution warehouse. Safety stock quantity will be determined by Seller using reasonable practice and Buyer's ordering patterns. In the event Buyer's actual delivery requirements exceed anticipated delivery quantities as set forth on the firm releases, after the safety stock is depleted, Buyer will pay for all financial aspects associated with expedited freight until the supply chain has caught up with orders. If the Quotation contains a maximum daily/weekly/monthly/annual quantity, the parties must agree to new pricing and a delivery schedule before Seller ships to the higher quantity.

**5. INSPECTION.** The remedies afforded to Buyer under section 9 hereof entitled "Warranty" shall be exclusive for non-conforming Products but shall be cut off if Buyer has inspected or reasonably should have inspected the Products and could have discovered the non-conforming Products upon such inspection.

**6. PAYMENT.** Payment shall be effected in full according to Seller's Quotation or acknowledgement, except that if at any time Seller determines that Buyer's financial condition does not justify a sale on credit (if offered by Buyer) or if Buyer shall at any time be in default in any indebtedness or obligation owing to Seller, then Seller may require advance payment or may ship C.O.D., and may withhold shipments on orders being shipped in installments. Seller may also require periodic progress payments, and shall have the right to suspend performance if progress payments are not made as required. Any payment not made when due shall accrue a late charge of 1.5% per month. Payment must be made to Seller's designated bank account(s). Buyer may not offset or recoup any claim against amounts due Seller. Buyer shall comply with the dates of payment even if transportation, delivery, erection, commissioning or acceptance of Products or the performance of the Services is delayed or prevented by for reasons beyond the control of Seller. Buyer is not entitled to withhold or reduce payments because of complaints, or to offset them against counter-claims that Seller does not recognize or that have not been established with any legal force.

**7. TAXES & DUTIES.** Seller's price does not include any privilege, occupation, personal property, value-added, sales, excise, use or other taxes, or any tariffs or customs duties, and Buyer shall be liable for all such taxes, tariffs and duties, whether or not Seller invoiced Buyer for them. In case of any withholdings of tax on the payments made by Buyer to Seller, Buyer is obliged to provide Seller with all relevant documentation concerning the withholding.

Notwithstanding the foregoing, if Products sold by Seller are subject to Seller paying customs duties, tariffs, or federal, provincial, state, or local taxes, including all import taxes, excise taxes and sales taxes (collectively "**Charges**"), unless otherwise expressly agreed to by Seller in a signed writing, prices to be paid by Buyer for such Products include such Charges as applicable. Any increase in Seller's costs resulting from a change in the Charges, including but not limited to transportation charges, customs duties, tariffs, import taxes, excise taxes and/or sales or any other such taxes on the Products or any component thereof, shall be automatically added to the price for the Products retroactive to the effective date of such increase; the resulting new price shall take effect on the aforesaid date regardless of whether Buyer issues a new PO reflecting such increases (whether for replacement of a PO already in effect or for new purchases following the effective date of the new price).

**8. PACKAGING.** The Products to be delivered hereunder shall be packaged and shipped in accordance with the agreement of the parties or in the absence of any agreement, in accordance with sound commercial practice. Unless otherwise provided, export or other special packaging will be additionally charged to Buyer.

**9. WARRANTY.** (a) Seller warrants to Buyer that, at the time of delivery, the Products will be free from defects in material and workmanship and will conform to the specifications as stipulated in the Contract. The length of the warranty will be stated on the face of the Quotation but in no event greater than three (3) years from the date of delivery. Non-conformance of the Products with this warranty shall be determined by a root cause analysis of all (or if impracticable, a random statistically significant sample) of the Products in which Seller is allowed to fully participate and to conduct its own testing.

Seller's warranties and recall responsibilities do not cover defects, damages or malfunctions resulting from: i) use of the Products in applications not originally validated by Seller or in other than their normal and customary manner; ii) misuse, accident, neglect, improper storage, or exposure to operational or environmental conditions and/or other stresses not conforming to the agreed Specifications for the Products; iii) unauthorized alterations or repairs, use of unapproved parts in the Products, iv) the combination or interfacing of the Products with other products not supplied by Seller, in each case in a manner not approved by Seller. For the avoidance of doubt, defects, damages or malfunctions resulting from over-stressed testing (such as wade test, crash test or any test exceeding the boundary of the agreed Specifications of the Products), abusive use (such as exposure of Products to high pressure water jets or detergents), and/or change of software algorithm interfacing with the Products in a manner unknown to or unapproved by Seller, are specifically excluded from Seller's responsibilities herein. In the event that such defects, damages or malfunctions occur, Seller will work with Buyer to provide repairs, replacements or solutions as the case may be, provided that Buyer will pay to Seller for all related costs and expenses as quoted by Seller.

Furthermore, Seller is not responsible for or liable to Buyer in damages (for breach of warranty or otherwise) arising out of or related to the selection of the Products for Buyer, the integration of the Products into any assembly manufactured by Buyer, placement of the Products within Buyer's assembly or the vehicle and/or additional shielding or protection of the Products as a result of the environment in which it operates. Conformance of the Products to Buyer's written specifications is an absolute defense to warranty liability.

In the event that the Products are non-conforming, Seller's sole liability to Buyer and/or Buyer's Buyer(s) and Buyer's and/or Buyer's sole remedy under this warranty (whether or not the non-conforming Products have been installed in vehicles and must be the subject of a recall or service action) is limited to the repair or replacement of the non-conforming Products; provided, however, that written notice that the Products are non-conforming must be given by Buyer to Seller within ninety (90) days after the delivery of the Products (or, if Buyer's inspection of the Products could not have uncovered the non-conformance, within thirty (30) days after discovery). Transportation charges for the return of purportedly non-conforming Products to Seller and the shipment of replacement Products to Buyer will be borne by Seller only if such Products are returned in accordance with Seller's RMA procedure; (b) Seller warrants to Buyer that it has conveyed good title to the Products sold hereunder. Seller's liability and Buyer's remedy under this warranty is limited to the removal of any title defect or, at the Seller's election, the replacement of the Products which are in the defective title.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (i) ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM SELLER'S NEGLIGENCE. THE REMEDIES OF THE BUYER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES, INCLUDING WITHOUT LIMITATION, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES OR THIS LIMITATION WILL BE BINDING UPON SELLER UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF SELLER.

**10. PRODUCT END OF LIFE.** The program life for a Product shall be according to Seller's quotation to Buyer at the beginning of the Product program. Upon end of life of the Product program, Seller will provide spare parts support for a period as to be agreed between Seller and Buyer in writing, provided that such period shall in no event be longer than five (5) years from the end of life of the Product program. Seller and Buyer must agree in writing on the pricing for the supply of spare parts before Seller will ship and deliver any such parts. Seller shall allow Buyer to exercise the option of issuing a last buy PO for stockpiling the parts at the last purchase price prior to end of life.

**11. CANCELLATION / TERMINATION.** Seller may terminate its Contract with Buyer as a result of Buyer's: (i) breach of any representation, warranty or other term of the Contract; (ii) repudiation, breach or threat to breach any of the terms of the Contract; (iii) making an assignment for the benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Buyer; (iv) request for accommodation from Seller, financial or otherwise, in order to meet its obligations under the Contract; (v) entering or offering to enter into a transaction that includes a sale of a substantial portion of its assets or a merger, sale or exchange of stock or other equity interests that would result in a change in control; (vi) at any time in Seller's sole judgment Buyer's financial or other condition endanger Buyer's ability to perform; or (vii) failure to reach agreement with Buyer on new pricing.

Any nomination made or Contract entered into by Buyer with Seller, as well as any PO(s) placed by Buyer to Seller, cannot be terminated or cancelled without cause, in whole or in part. If Buyer terminates such nomination, Contract or PO prior to the end of the vehicle program for any reason, Buyer shall, within forty five days, pay to Seller: (i) the contract price for all finished Products manufactured and all Services performed prior to termination; (ii) the cost of all work in process (based upon the contract price times percentage completion); (iii) the cost of all unfabricated raw materials and assembly parts purchased by Seller purchased by the Seller from 3rd party suppliers, to the extent that they are not resalable or reusable for another Seller's buyer other than Buyer; (iv) all costs anticipated by Seller to be amortized in the piece price over the expected volumes of the vehicle program (including, without limitation, for capital equipment, tooling and machinery). In addition, Seller is not obligated to release any of Buyer's tooling nor provide any transition support to Buyer relating to the supply of the Products.

**12. EXCUSABLE DELAYS.** Buyer acknowledges that the Products and/or Services called for hereunder are to be manufactured or performed by or for Seller to fulfill a PO and that the delivery dates are based on the assumption that there will be no delay due to causes beyond the reasonable control of the Seller. Seller shall not be charged with any liability for delay or non-delivery when due to delays of suppliers, acts of God or the public enemy, compliance in good faith with any applicable foreign or domestic government regulation or order (whether or not it proves to be invalid), fires, riots, labor disputes, unusually severe weather or any other cause beyond the reasonable control of Seller. To the extent that Seller's continued delivery or performance will result in economic hardship (such as zero or negative profit margins) on Seller under any of the aforesaid events, such economic hardship constitutes a valid excuse to Seller's obligations to deliver or perform. To the extent that such causes Seller to reduce or suspend its production, deliveries or performance, the time for the performance shall be extended for as many days beyond the date thereof as are required to obtain removal of such causes. This provision shall not, however, relieve Seller from using its best efforts to avoid or remove such causes and continue performance with reasonable dispatch whenever such causes are removed.

**13. LIMITATION ON LIABILITY.** In the event any remedy under these terms fails of their essential purpose and monetary damages may be imposed, Seller's liability, whether founded in contract or tort (including negligence), arising out of or resulting from (i) the Contract or the performance or breach thereof, (ii) the design, manufacture, delivery, sale, repair, replacement, or (iii) the use of any such Product or the furnishing of any such Service is limited to the aggregate purchase price for the non-conforming Products or Services at issue.

**14. INTELLECTUAL PROPERTY.** In the absence of a written agreement to the contrary, all right, title to, and interest in all intellectual property (including patents, copyright, design rights, and trade marks) and materials (including all plans, diagrams, specifications, designs, data, drawings and models) which are developed, designed or generated by Seller ("**Intellectual Property**") in the performance of a Contract shall be owned by Seller as legal and beneficial owner. Buyer is granted a limited non-exclusive license to use, sell and repair the Products as

needed to incorporate the Products into its assembly. All right, title to and interest in all Intellectual Property (including copyright, design rights, and trade marks) and materials (including all plans, diagrams, specifications, designs, data, drawings and models) which are developed, designed or generated by Buyer shall be owned by Buyer.

Seller shall conduct, at its own expense, the entire defense of any claim, suit or action alleging that the use or resale by Buyer or any subsequent purchaser or user of the Products directly infringes any US or European patent, but only on the condition that (a) Seller receives prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to and the cooperation of Buyer for such defense; (b) the Products were made according to a specification or design furnished by Seller, or, if a process patent is involved, the process was recommended in writing by the Seller, and (c) the claim, suit, or action is brought against Buyer or an entity expressly indemnified by Buyer. Provided all of the foregoing conditions have been met, Seller shall, at its own expense, either settle said claim, suit or action or shall pay all damages excluding any and all incidental, indirect, accidental or consequential damages, and costs awarded by the court therein ("**Seller's Defense Obligation**"). If the use or resale of such Products is finally enjoined, Seller shall, at Seller's opinion, (i) procure for Buyer the right to use or resell the Products, (ii) replace the Products with equivalent non-infringing Products, (iii) modify the Products so they become non-infringing but equivalent, (iv) refund the purchase price (less a reasonable allowance for use, damage and obsolescence) to Buyer.

**15. CONFIDENTIALITY.** From time to time Seller and Buyer may disclose to each other confidential and proprietary information relating to the Products ("**Confidential Information**"). Confidential Information shall not include (i) is now available or becomes available to the public without breach of this section 15; (ii) is explicitly approved for release by written authorization of the disclosing party; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is disclosed to a third party by the disclosing party without a duty of confidentiality; (v) is known to the receiving party prior to such disclosure; (vi) is independently developed by the receiving party without the use of any of disclosing party's Confidential Information or any breach of this section 15; or (vii) is required to be disclosed by a valid court order. All disclosures of Confidential Information shall be made, or confirmed, in writing and shall be marked "Confidential" or with some similar label denoting their confidentiality.

The receiving party shall (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees, agents or consultants who must be directly involved with the Confidential Information for the purposes of the Contract involved and who are bound by confidentiality terms substantially similar to those in this section 15; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; and (v) promptly notify the disclosing party upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this section 15.

Any violation by the receiving party of its obligations pursuant to this section 15 shall not be adequately compensable by monetary damages and the disclosing party shall be entitled to an injunction or other appropriate decree specifically enforcing the receiving party's obligations pursuant to this section. Obligations under this section 15 shall survive any termination of nomination, Contract or PO.

**16. INDEMNIFICATION.** Buyer shall indemnify and hold harmless Seller with respect to all damages, losses, claims and expenses, including but not limited to consequential and incidental damages and attorney fees, that Seller incurs as a result of Buyer's breach of any of Buyer's obligations under these Standard Terms of Sale or any claimed unfair competition or patent, trademark or copyright infringement or any other claim resulting from Seller's manufacture of the goods, or performance of the Services, to Buyer's specifications.

Seller's obligation to indemnify, defend and hold Buyer harmless arising from any set of facts is limited to: (i) claims brought by third-parties unrelated to Buyer; (ii) the damages are caused by a non-conforming Product; and (iii) Buyer is without fault. Seller will conduct the defense of the claim in accordance with Seller's Defense Obligation set forth above. All liability shall be apportioned in relation to the fault of Seller, Buyer and any other Supplier which might be liable.

**17. SETOFF.** Buyer may not set off or otherwise debit against or recoup from any amounts due or to become due to Seller, any amounts due or become due to Buyer, however and whenever arising.

**18. APPLICABLE LAWS.** The interpretation and enforcement of the Contract are governed by the laws of the following: if a PO is issued to a Seller's entity in Europe, the local and domestic laws of the jurisdiction where the Seller's entity receiving the PO is registered shall govern; if a PO is issued to a Seller's entity in the United States of America, the local and domestic laws of the State of Michigan shall govern; if a PO is issued to a Seller's entity outside of Europe or the United States of America, the local and domestic laws of Hong Kong SAR, PRC shall govern. Any litigation on contractual claims arising from a PO may be brought by Seller in any court having jurisdiction over Buyer or, at Seller's option, in any court having jurisdiction over any Seller's location specified in the PO, in which event Buyer consents to jurisdiction and service of process in accordance with applicable procedures. Any claim or proceeding by Buyer against Seller may be brought by Buyer only in the court having jurisdiction over the location of Seller to which the PO is issued. Buyer irrevocably waives and agrees not to raise any objection it might now or hereafter have to any such claim or proceeding in any such court, including any objection that the place where such court is located in an inconvenient forum or that there is any other claim or proceeding in any other place relating in whole or in part to the same subject matter.

**19. SELLER'S RIGHTS.** Seller has all rights and remedies given to Seller by applicable law, and Seller's rights and remedies are cumulative and may be exercised from time to time. A waiver by Seller of any right on one occasion will not be a waiver of any future exercise of that right.

**20. ENTIRE AGREEMENT.** The terms on the Quotation or acknowledgment and these Standard Terms of Sale form the entire contract between Buyer and Seller. Any change to the Contract must be by signed by the parties in writing. The Contract is not assignable or transferable by either party, except to its successor, or to the transferee of all or substantially all the party's assets to which the Contract relates.

## SOFTWARE LICENSE ADDENDUM

This Software License Addendum ("Addendum") is a part of, and hereby incorporated into the JOHNSON ELECTRIC GROUP STANDARD TERMS OF SALE FOR AUTOMOTIVE PRODUCTS AND SERVICES to which it is attached (the "JE Standard Sales Terms"). Capitalized terms used in this Addendum and not otherwise capitalized shall have the meaning set forth in the JE Standard Sales Terms.

**License Grant.** Concurrent with the sale of a Product, Seller grants to Buyer a revocable, non-exclusive and non-transferable license under JE's applicable proprietary rights to use the software in object code format that is embedded in, or provided with, any Products for so long as Buyer is using the Products (the "Software"), in accordance with the licensing terms set forth herein. Notwithstanding anything to the contrary, Buyer agrees that the Software is licensed, not sold, to Buyer. Licensing fees for the right to use Software and features therein and for any support thereof are as set forth in the JE quote pertaining to the sale of the Product embedded with the Software.

**Restrictions.** Buyer shall only use the Software in conjunction with the use, sale and distribution of the Product. Buyer may not, and may not permit any third party to, use the Software for rental, timesharing, subscription service, hosting or outsourcing or to sublicense, lend, rent, lease or make the Software available to any third party. Buyer acknowledges that the Software in source code form remains a confidential trade secret of Seller and/or its licensors, and Buyer may not, and may not permit any third party to, reverse engineer, decipher, decompile, modify or disassemble the Software or the Products or otherwise attempt to derive the source code of the Software (except as authorized by law), extract the Software from the Products, incorporate the Software in whole or in part in any other software or product, or modify the Software, develop derivative works of the Software or allow others to do so, or to attempt to do any of the foregoing, without the express prior written consent of Seller. If Buyer makes any modifications to the Software, including any derivative works, Seller shall own such modifications. Except as expressly provided herein, Buyer will not, and will not permit any third party to, reproduce the Software or remove any copyright, trademark, proprietary rights, disclaimer or warning notices placed on, included in or embedded in any part of the Software. Buyer will not, and will not permit any third party to, disclose the results of any benchmark, functionality or performance tests regarding the Software to any competitors of Seller.

**Warranties.** Seller represents and warrants that the Software will operate in conformance with Seller's specifications. Seller's sole and exclusive obligation and Buyer's sole and exclusive remedy under the limited warranty provided in this Section shall be to use commercially reasonable efforts to make the Software perform substantially in accordance with the warranties. The above remedy is available only if Buyer promptly notifies Seller in writing after discovery of noncompliance.

**Warranty Exclusions.** The warranties set forth above are void if failure of the Software is a result of (i) any unauthorized alteration or modifications to the Software, except by Seller; (ii) any modification or upgrade by Buyer of its own products, systems, or software that interface, communicate, or rely on the Software; or (iii) use of the Software in any parts or the combination or interfacing with any products, in each case in a manner not approved by Seller.

**Modifications.** In the event Buyer modifies its own products, systems, or software that interface, communicate, or rely on the Software, Buyer will notify Seller and the parties will work together subject to mutually agreed upon terms to determine what modifications, if any, are required to the Software.

**Disclaimer of Other Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS ADDENDUM, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

**Third Party Software.** Certain third-party software may be provided with the Software that is subject to the accompanying license(s), if any, of its respective owner(s). To the extent portions of the Software are distributed under and subject to open source licenses obligating Seller to make the source code for such portions publicly available (such as the GNU General Public License ("GPL") or the GNU Library General Public License ("LAPEL")), Seller will make such source code portions available upon request in accordance with its contractual obligations. Subject to the terms of any applicable open source license(s), third-party software is licensed solely for use as embedded or integrated with the Software or Product.

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