NON-EXCLUSIVE DEVELOPMENT CONTRACT

MERCEDES-BENZ EXTRA LLC
1 Mercedes Drive, Vance, Alabama 35490

hereinafter referred to as "MBExtra"

Owner: Legal
Created: May 2021
Revised: December 2022
Location: g:/legal/ims/controlled/
Development Contracts (MB ExTra)/Non-Exclusive

Table of Contents

1. Purpose of the Contract 3
2. Development Work and Documentation 3
3. Technical Changes 4
4. Development Results, Inventions, Intellectual Property Rights 5
5. Development Remuneration 8
6. Transfer and Acceptance of the System 9
7. Liability for Defects 9
8. Indemnification 9
9. Areas of Competence and Responsibilities 10
10. Confidentiality 10
11. The Term of the Contract and Cancellation 11
12. Exclusivity 12
13. Subcontractors 12
14. Rights of Retention 13
15. Additional Rules 13
16. Miscellaneous Provisions 14
List of Appendices 16

AGREEMENT

In consideration of the mutual promises contained herein, the parties agree to the following contractual terms:

1. Purpose of the Contract

1.1 This Non-Exclusive Development Contract (this "Agreement") governs the development and design of the System, as defined below, by and between Mercedes-Benz ExTra, LLC ("MBExtra") and Supplier (collectively, the "Parties" and each individually, a "Party").

1.2 The term (a) “Supplier” means the legal entity which has agreed to perform development for MBExtra and MBExtra Affiliates in accordance with the Contract Documents and who has agreed, by way of acceptance of a Development Order, or otherwise, to be bound by the Contract Documents. The term (b) “Affiliates” means any entity that, directly or indirectly, controls, is controlled by, or is under common control with MBExtra.

1.3 The term “Development Order” means an order for the development of specific Product or System issued by MBExtra to Supplier pursuant to the Agreement, which may be, at the discretion of MBExtra, in printed form mailed to Supplier, by electronic communications, or by means of MBExtra’s electronic data interchange system, or by way of a pricing agreement.

1.4 Where this Agreement references Mercedes-Benz AG (“MBAG”) terms and conditions or other MBAG documents, such terms and conditions are, by this reference, incorporated into and made a part of this Agreement. Supplier shall develop and design for MBExtra the system described in Appendix 1, hereinafter referred to as the “System”, in accordance with the Work Specification and Product Development Plan, each set forth in Appendix 2.

2. Development Work and Documentation

2.1 The System shall be developed by Supplier in accordance with this Agreement and the attached Work Specification, as may be amended from time to time by mutual written agreement signed by the Parties. The Parties shall mutually update the Work Specification in writing in accordance with current developments. Supplier shall document the development work performed in accordance with the requirements set forth in the Work Specification.

2.2 Supplier shall perform development work in accordance with the timeline set forth in the Project Development Plan. Supplier shall provide written notice to MBExtra upon reaching each Milestone/Quality Gate, as defined in the Project Development Plan, in accordance with the Project Development Plan. Should the observance of the time schedule prescribed by this plan not be possible, the Contractual Suppliers shall immediately provide notification of this fact with a statement of the reasons for the failure to

meet the deadline and shall mutually agree on a modified time schedule in writing. The notice periods agreed in the Project Development Plan shall govern the notice periods required in this Section 2.

2.3 Supplier in the performance of its work shall adhere to the state of the art of science and technology and the agreed technical data as specified in the Work Specification, Project Development Plan, or any other document provided to Supplier by MBExtra under this Agreement. The Supplier shall also comply with all applicable laws and regulations (including, but not limited to, end-of-life vehicle regulation) as well as with all relevant national and international quality standards of the automobile industry. MBExtra may inspect and evaluate the System at times and places designated by MBExtra. The System is subject, at the option of MBExtra, to inspection by MBExtra subsequent to delivery of the System. Payment by MBExtra to Supplier of any Milestone does not indicate or constitute acceptance and neither inspection nor payment shall relieve Supplier of its responsibility to furnish the conforming System. Notwithstanding payment or any prior inspection, MBExtra may revoke acceptance and reject the System or require correction and return the System if the System does not conform to the applicable requirements.

2.4 .The Parties shall without delay provide each other with all information required for the performance of this Agreement. All documents, objects or other aids supplied by one Party to the other shall be provided on a temporary basis exclusively for use in the performance of this Agreement and shall be returned without delay thereafter

2.5 On a monthly basis, Supplier shall compile and deliver to MBExtra a report detailing the current status of the System's development. Supplier shall permit MBExtra to inspect the relevant work results at any time on demand and shall provide all other requested information. Supplier shall permit persons instructed by MBExtra to enter the premises in which the System development is being performed during the Supplier’s regular working hours.

Unless otherwise directed or agreed by MBExtra or its Affiliates, to the extent Supplier utilizes, develops, or otherwise incorporates electronic controls units, electronic chips, or digital sensors on which it is, or is capable of, writing, implementing, or copying software and/or code, Supplier agrees to comply with the terms and conditions of the Addendum to Non-Exclusive Development Contract for the MB Software Baselayer (the “MB Software Baselayer”). In the event of any conflict between this Agreement and the MB Software Baselayer, the MB Software Baselayer shall control.

3. Technical Changes

3.1 Under no circumstances shall Supplier at any time modify the System without the prior written approval of MBExtra. Supplier shall immediately propose technical changes to MBExtra if Supplier determines that technical changes are necessary or conducive to

the intended development result. MBExtra may withhold, in its sole discretion, approval of any technical changes to the System.

3.2 MBExtra may require a design change or modification to the System, if such change or modification is due to legal requirements, manufacturability, marketing needs, and/or stylistic considerations. MBExtra may request any other design changes or modifications to the System subject to Supplier's consent, which shall not be unreasonably withheld.

3.3 Supplier undertakes to keep any costs resulting from a design change or modifications to a minimum. Supplier shall document all cost changes in the detailed format required by MBExtra and in accordance with this Agreement. If a technical change necessitates an amendment to this Agreement or Appendices, including but not limited to an increase or a reduction in costs, the Parties will seek an appropriate and mutually acceptable solution. MBExtra's Purchasing Department must approve in writing any changes resulting in an increase or reduction in costs.

3.4 The Supplier shall document all changes in a parts log.

4. Development results, inventions, intellectual property rights

4.1 Except as otherwise agreed, Supplier reserves and maintains exclusive rights to all inventions, ideas, improvement, or discoveries, processes, composition of materials, designs, specifications, software, mask works, or other technical information, including, without limitation, all rights to patents, trademarks, copyrights, or legally protected trade secrets and renewals thereof, to the extent that such were in Supplier's possession prior to any discussions with or Supplier's receipt of any materials from MBExtra, as evidenced by Supplier's written documentation ("Supplier Intellectual Property").

4.2 MBExtra shall maintain exclusive rights to all inventions, ideas, improvements, or discoveries, processes, composition of materials, designs, specifications, software, mask works, or other technical information involving the System or MBExtra-owned equipment, including, without limitation, all rights to patents, trademarks, copyrights, or legally protected trade secrets pertaining thereto and renewals thereof, whether or not incorporated into the System or owned by MBExtra or its Affiliates but excluding Supplier Intellectual Property ("MBExtra Intellectual Property").

4.3 Unless otherwise provided in this Section 4, Supplier agrees that, to the extent possible, the System, the medium in which the System is rendered or embodied, and all products of the System, including, without limitation, any MBExtra Intellectual Property created by or arising in Supplier (including, but not limited to, know-how, experimental and development reports, suggestions, ideas, drafts, designs, drawings, proposals, patterns, models, software including source code, data sets, and CAD data including history), hereafter referred to as the "**Work Results**", developed under this Agreement and for the purposes of use in the System, shall be transferred to MBExtra, with a fully

paid right to the joint unrestricted use by MB Extra All the Work Results shall be provided without the Supplier's copyright or other mark.

4.4 Insofar as these Work Results are protected by Supplier's copyright, Supplier hereby grants MBExtra the fully paid non-exclusive, irrevocable and assignable right, without restriction as to time, location or content, to use, modify or process any of these Work Results for the purpose of any type of use. With regard to the drawings transferred by Supplier to MBExtra within the framework of this Agreement, Supplier also irrevocably declares its consent to the disclosure by MBExtra of these drawings to third parties in paper format or as electronic data, e.g. within the framework of a call for tenders. Supplier shall provide information on its Supplier Intellectual Property and on any rights capable of protection at the time of the conclusion of this contract where such rights are capable of use with regard to the System. Should the use of Supplier Intellectual Property be required to use the System, including the manufacture of replacement parts, Supplier hereby grants MBExtra a sublicensable non-exclusive license without restriction as to time and location, for any kind of usage for any products, processes or services of MBExtra which shall encompass the use of such rights for the purpose of production and further development by MBExtra or by third parties on behalf of MBExtra.

4.5 Should the Supplier create Work Results capable of protection during the work performed within the scope of this contract (hereinafter referred to as "**New Intellectual Property Rights**") the New Intellectual Property Rights shall be credited to the Supplier whose employees achieved these work results. The Suppliers shall be responsible for rewarding the inventiveness of its own employees.

4.6 Supplier shall examine whether its Work Results are capable of protection and shall inform MBExtra of its conclusion in writing without delay. Concerning the Supplier's New Intellectual Property Rights, Supplier shall grant MBExtra a non-exclusive, sublicensable right of use for any kind of usage for any products, processes or services of MBExtra without restriction as to time and location and which shall encompass the use of such rights for the purpose of production and further development by MBExtra or by third parties on behalf of MBExtra. This shall also apply to the intellectual property rights of such third party subcontractors by Supplier within the scope of the work performed by it under the Agreement. In such cases Supplier shall procure for MBExtra a corresponding right of use of these intellectual property rights

4.7 Should Work Results be created based on both Parties' contribution in the course of the services to be rendered under this Agreement, the Work Results shall belong to both Parties (hereinafter "**Joint Work Results**"). Should the Joint Work Results be capable of protection the resulting rights shall be jointly registered (hereinafter "**Joint Intellectual Property Rights**"). Regardless of whether MBExtra or any other Mercedes-Benz Group AG affiliate was the Mercedes-Benz party involved in the creation of

Joint Work Results, the intellectual property right may be jointly registered by Mercedes-Benz Group AG (or an Affiliate) and Supplier. The resulting costs shall be shared by the Parties in proportion to their respective shares in the Joint Intellectual Property Rights; in cases where the respective portion of work is not feasible to determine, each Party shall bear half the costs.

4.8 The Parties shall mutually grant each other a fully paid non-exclusive, sub-licensable right of use of the Joint Work Results without restriction as to time and location which shall encompass the use of such rights for the purpose of production and further development by the Parties or by third parties on their behalf.

4.9 Unless otherwise agreed, the grant of a license for Joint Intellectual Property Rights to a third party, if any, shall be made either jointly or with the prior written consent of the other Party.

4.10 If one Party is (1) not interested in registering a Joint Intellectual Property Right; or (2) does not wish to pursue the registration of a Joint Intellectual Property Right; or (3) wishes to surrender a Joint Intellectual Property Right; such Party shall facilitate the registration (or the continuation of a registration or an intellectual property right) by the other Party in the other Party's own name and at the other Party's own expense. The surrendering Party shall retain a right of use in accordance with Section 4.6, above.

4.11 Notwithstanding the provisions of Section 4.6 Supplier represents and warrants that the System sold hereunder shall not infringe upon any United States and/or foreign patent and/or any other third party intellectual property right. Supplier shall advise MBExtra without undue delay of any third party intellectual property claim or right, if any, affecting the use of the System. As of the date of this Agreement, Supplier represents and warrants to MBExtra that Supplier has no actual knowledge of any such third party claim or right. In the event of any third party intellectual property claims affecting the use of the System by MBExtra and/or its Affiliates, (a) Supplier shall do everything possible to ensure that the System shall be or remain available for use by MBExtra and/or its Affiliates, or (b) Supplier shall, at its expense, either procure for MBExtra and/or its Affiliates the right to continue using the System; replace or modify the System so that it becomes non-infringing; and refund to MBExtra and/or its Affiliates the full purchase price of the alleged infringing goods. Additionally, should any ancillary services be provided as part of any transactions covered by the Agreement, and if such ancillary services are deemed to constitute an intellectual property right or process, then Supplier hereby conveys and grants to MBExtra and/or its Affiliates a non exclusive right to such intellectual property right or rights. The terms of this Section 4.11 shall survive the termination or expiration of this Agreement.

4.12 All rights of use granted to MBExtra under Section 4 shall also include a corresponding usage right for all Affiliates of MBExtra, including companies in which MBAG (or Mercedes-Benz Group AG) directly or indirectly holds at least 50 % of the shares. Such

corresponding usage right referred to in this Section 4.12 shall also apply to the following company in which MBAG has minority participation: Beijing Benz Automotive Co., Ltd., No. 8 Boxing Road, Beijing Economic Technological Development Area (BDA), Beijing, 100176, China (People's Republic). "Corresponding usage rights" shall encompass any kind of usage for any products, processes or services of the aforementioned beneficiaries.

4.13 All rights of use granted under Section 4 shall also include a corresponding usage right for cooperation partners (original equipment manufacturers) regarding products, processes or services that have been or will be developed in the framework of a cooperation project with MBExtra or its Affiliates which totally or partially includes the System.

4.14 Supplier shall ensure that the granting of corresponding usage rights according to this Section 4 also includes granting rights to affiliated companies of the Supplier as well as of subcontractors that the Supplier uses according to Section 14.

4.15 To the extent that in the course of the services to be rendered under this Agreement Joint Work Results are created, both Parties shall, for the purpose of further research and development, have unrestricted access to those Joint Work Results including access to the directly resulting intellectual property rights. Supplier has no rights to use MBExtra's Intellectual Property or the intellectual property of any Affiliates outside of the scope of this Agreement. Further, Supplier is not entitled to exploit the Joint Work Results unless otherwise agreed in this Agreement.

5. Development Remuneration

5.1 MBExtra shall pay Supplier agreed-upon development costs as contained in the relevant Development Order upon successful completion of the System.

5.2 The Costs and Work Plan (Appendix 3) describes the payment for completion of the respective Milestones listed in Appendix 3.

5.3 MBExtra shall pay for the respective Milestones according to the Costs and Work Plan (Appendix 3) by bank transfer thirty (30) calendar days following MBExtra's acceptance of the Milestones and MBExtra's receipt of a verifiable invoice.

5.4 . Payment by MBExtra before acceptance shall not constitute acceptance of the System or any Milestone.

5.5 For the operational handling of this Agreement and of payment, the Parties may agree on an order using the MBExtra purchasing system (currently Globus, but also any successor system) and taking into account the Cost and Work Plan. The Parties agree that such order will not generate any payment obligations other than the ones arising out of this Agreement.

5.6 Supplier acknowledges that it has no further claim against MBExtra for payment or reimbursement of expenses for the performance of its obligations under this Agreement with the exception of the payments described in this Section 5.

6. Transfer and Acceptance of the System

Development shall terminate upon the delivery of the complete System to MBExtra and MBExtra's written acceptance of the System. Reviews and inspections of interim results shall not imply MBExtra's acceptance of the System.

7. Liability for Defects

Supplier warrants and represents to MBExtra that the System 1) shall conform to the requirements set forth in the Work Specification and 2) is free from defects. Supplier further warrants that, on delivery, MBExtra shall receive good title to the System, free and clear of all liens and encumbrances. The warranties set forth in this Section 7 are in addition to any warranties express or implied by law or equity or otherwise made by Supplier, and shall survive acceptance and payment by MBExtra and the termination of this Agreement.

8. Indemnification

Subject to the terms and conditions of this Agreement, Supplier shall indemnify, defend and hold harmless the MBExtra and its officers, directors, employees, agents, Affiliates, successors and assigns (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by any Indemnified Party, relating to:

(a) a breach or non-fulfillment of any of Supplier's representations, warranties, or covenants set forth in this Agreement;

(b) any negligent or more culpable act or omission of Supplier or any of its representatives (including any recklessness or willful misconduct) in connection with Supplier's performance under this Agreement;

(c) any bodily injury, death of any person or damage to real or tangible personal property caused by the negligent acts or omissions of Supplier or any of its representatives;

(d) any failure by Supplier or its employees or representatives to materially comply with any applicable laws; or

(e) a claim any of the Work Results or any of Supplier's Intellectual Property used in the design or production of the System, or that is embodied in the System, that infringes any intellectual property right of a third party; provided, however, that Supplier has no obligations under this Section (e) with respect to claims to the extent arising out of:

(i) any Work Specifications, raw materials, manufacturing parts or other materials provided by an Indemnified Party;

(ii) MBExtra‘s marketing, advertising, promotion or sale or any product containing the System;

(iii) use of the System, including use of the System in combination with any products, materials or equipment supplied to MBExtra by a person other than Supplier or its authorized representatives, if the infringement would have been avoided by the use of the System not so combined; or

(iv) any modifications or changes made to the System by or on behalf of any person other than Supplier or its representatives, if the infringement would have been avoided without such modification or change.

9. Areas of competence and responsibilities

The areas of competence and the responsibilities of MBExtra and Supplier shall be governed by the Appendices to this contract.

10. Confidentiality

Without prejudice to the rules prescribed by Section 4, any and all Proprietary Information (business information, technical information, ideas, specifications, drawings, designs, manufacturing data, records, computer programs, and program documentation (including without limitation any patented or unpatented knowledge or information concerning either Party’s products, production, or other methods, processes, scheduling, sources of supply, customers, marketing or otherwise) disclosed by one Party to the other Party to the Agreement not in the public domain) which is disclosed by one Party (the "Disclosing Party") to any other Party (the "Receiving Party") pursuant to or in connection with this Agreement, shall be held in confidence by the Receiving Party as and to the extent provided herein, provided, however, that for purposes hereof, the Receiving Party in the case of MBExtra shall be deemed to include MBExtra and any other of its Affiliates that are subject to similar confidentiality agreements. However, notwithstanding the preceding, there is no obligation on the part of MBExtra to deem information provided by Supplier to be other than public and nonproprietary, or to take other than reasonable precautions concerning its confidentiality and/or disclosure, unless Supplier gives MBExtra and/or its Affiliate specific written notice of any such Pro-

prietary Information (and of any license or other agreement relating to the use or dissemination thereof) embodied in the System prior to delivery thereof. The Proprietary Information transmitted to Supplier by MBExtra and/or its Affiliate in connection with the performance of this Agreement is the property of MBExtra and/or its Affiliate and may be covered by one or more MBExtra or MBExtra Affiliate patents, patent applications, or copyrights. Supplier shall handle all Proprietary Information in such a manner to ensure that it is not used for any purpose detrimental to the interests of MBExtra or its Affiliate. Supplier shall secure written approval from MBExtra and/or its Affiliate before any Proprietary Information (other than relating to Supplier's own standard commercial items) are released to anyone other than those requiring the Proprietary Information for the performance of work under this Agreement. Upon expiration of this Agreement or at any time upon MBExtra's request, at MBExtra's option, Supplier shall promptly return or destroy, and certify in writing as destroyed, all Proprietary Information. To the extent the Proprietary Information is in electronic form, Supplier shall delete such information using a technique reasonably contemplated to prevent the recreation or recovery of the electronic Proprietary Information, and shall certify in writing such deletion to MBExtra.

11. Data Ownership

11.1 As used herein, the term “Mercedes-Benz Data” shall include any and all data which 1) Supplier or a third party receives from MBExtra or its Affiliates, or from any third party authorized by MBExtra or its Affiliates; or 2) are collected, stored, or generated when using Supplier’s Product or System for vehicles, during vehicle use, or in the vehicle (in particular in ECUs or sensors). Mercedes-Benz Data includes any data derived from Mercedes-Benz Data. The term “Mercedes-Benz Data” refers to the data in its respective forms, but excludes the underlying systems that contain Mercedes-Benz Data, including but not limited to components, hardware, software, IT systems, source code, sketches, and development services. Except as provided otherwise, Mercedes-Benz Data excludes Supplier’s work.

11.2 MBExtra and its Affiliates reserve all ownership rights to Mercedes-Benz Data, including all known and unknown Mercedes-Benz Data.

11.3 Supplier may use Mercedes-Benz Data only for the performance of its work under the Agreement and for no other purposes. If Supplier is entitled to share Mercedes-Benz Data with a Subcontractor, Supplier shall ensure that Subcontractor is bound by terms no less protective than those contained in this Agreement with respect to data ownership and confidentiality, to which MBExtra shall be a third party beneficiary. At MBExtra’s request, Supplier shall provide appropriate proof that Subcontractor is subject to such terms.

11.4 To the extent that Supplier has access to Mercedes-Benz Data that may constitute or otherwise include personal data, the parties will execute any necessary agreements to

address data protection. Supplier shall comply with all applicable laws and regulations concerning data protection.

12. The term of the contract and cancellation

12.1 This contract shall enter into force upon the first to occur of (a) written, electronically communicated, or electronic data acceptance thereof by Supplier, whether through Buyer's Supplier Portal or EDI system or otherwise, (b) Supplier's submission of a bid or quote in response to an RFQ or source package, (c) Supplier's first shipment or other commencement of performance under a Development Order or other contract document, (d) issuance by Buyer of a Scope of Work to source the development with the Supplier; or (e) issuance of any Development Order. The contract shall terminate once all the obligations prescribed by its terms have been fulfilled.

12.2 MBExtra may terminate this Agreement for convenience upon written notice to Supplier, whereupon Supplier shall stop work on the date and to the extent specified in such notice, and terminate all orders and subcontracts that relate to this Agreement. In such case, MBExtra shall have no liability with respect to goods or components procured, or worked on, or supplies partially fabricated, in excess of the authority contained in this section 12.2. Further, MBExtra shall have no liability for any claims of whatever nature including, inter alia, claims for the reimbursement of development costs, termination costs, claims for lost profit, the infringement of intellectual property rights or the payment of license fees.

12.3 The right of the Parties to immediately terminate this contract for good cause shall remain unaffected.

13. Exclusivity

If the parties agree in a separate writing that this Section 13 shall apply, Supplier shall not, for the term indicated in such a separate writing (calculated from the date of the first distribution of the System in a Mercedes-Benz or Mercedes-Benz affiliate series product to a customer of Mercedes-Benz or Mercedes-Benz affiliate), deliver a product for series use to a third party which contains the System developed under this Agreement without MBExtra's prior written consent, which may be withheld in its sole discretion.

14. Subcontractors

14.1 Supplier may only engage subcontractors to fulfill its contractual obligations in whole or in part with the prior written consent of MBExtra.

14.2 MBExtra's consent to a subcontractor engagement can be given subject to conditions and is revocable. MBExtra may at any time to revoke its consent with respect to each subcontractor with immediate effect.

14.3 To the extent that Supplier utilizes any subcontractors, affiliates, subsidiaries or other related person for purposes of fulfilling its obligations under this Agreement or any of such affiliates, subsidiaries or other related persons provide or supply products, services parts, services, or any components thereof, Supplier agrees that each and every provision of this Agreement shall be binding upon all such subcontractors, affiliates, subsidiaries or other related persons, and Supplier represents and warrants to MBExtra that it has the express authority to bind all such affiliates, subsidiaries or other related persons to this Agreement. Supplier shall at all times remain fully responsible to MBExtra for the performance under this Agreement by any and all such affiliates, subsidiaries or related persons. Supplier shall require subcontractors engaged to comply with the terms of this Agreement and all Appendices. particularly with regard to confidentiality and data protection.

14.4 Furthermore, Supplier warrants that in the complete chain of all subcontracting, all of its subcontractors and sub-subcontractors will comply with all applicable international federal, state, and local laws, rules, regulations, orders, and association and other standards.

14.5 At the request of MBExtra, Supplier shall disclose to MBExtra each subcontractor and, if applicable, each sub-subcontractor in the System's supply chain.

14.6 Supplier shall be liable to MBExtra for the fault of subcontractors and vicarious agents engaged by Supplier as it would be for its own fault.

14.7 If Supplier violates one of the above obligations or assurances in Sections 14.1 to 6, Supplier is liable to MBExtra for all resulting damages. Furthermore, the Parties agree that every Supplier's breach of the content of Section 14 is good cause which entitles MBExtra to terminate the contract with Supplier with immediate effect.

15. Rights of retention

Supplier's right of retention shall be excluded unless its claims are not disputed or have been legally determined without the right of appeal.

16. Additional rules

16.1 In the absence of any provision to the contrary in this Agreement, the latest version of the Master Terms Direct Purchasing (MTDP), are incorporated hereunder. The MTDP can be downloaded from the Supplier Portal at http://supplier.mercedes-benz.com. In the event of any conflict between this Agreement and the MTDP, this Agreement shall control.

16.2 If applicable, orders made via the MBExtra purchasing system concerning the development work to be performed under this Agreement are subject to the purchasing system's terms and conditions.

16.3 Supplier shall adhere to the standards and requirements regarding social responsibility, compliance, sustainability, and environmental protection as specified in in both the latest versions (i) of MBST 36 and (ii) the MBST Responsible Sourcing Standards, as either may be amended from time to time (available here: https://docmaster.supplier.daimler.com/DMPublic/en/html/M10.09.03.FTPNN02._list.html).

16.4 Supplier must comply with all applicable laws to the extent related to Supplier's performance under this agreement. These laws may include, but are not limited to, technical laws and regulations regarding US vehicle emissions, certification, and product safety. Supplier's compliance must take into account the fundamental spirit of the respective laws and regulations. Supplier must establish adequate structures within his organization to ensure adherence to all applicable laws for product creation and development. Such a system should provide orientation and guidance for Supplier's employees and consider appropriate ethical, integrity, and technical compliance standards. If Supplier learns or has reason to know of facts that may indicate a violation of legal requirements or regulations regarding certification, emission, and/or vehicle product safety with implications for Mercedes-Benz Group AG, Owner, or its affiliates, Supplier 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.mercedes-benz.com/portal/en. Supplier shall 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 whereby the corresponding notifications must be made by subcontractors to the Supplier.

17. Miscellaneous provisions

17.1 With respect to and in connection with this Agreement or otherwise with Supplier's relationship with MBExtra, Supplier shall desist and refrain from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by the Supplier or other third parties. MBExtra may, by notice to Supplier, immediately terminate the right of Supplier to proceed or continue under this Agreement for violations of this section 17.1. The above notwithstanding, Supplier shall adhere to all laws and regulations applicable to both itself and the commercial relationship with MBExtra.

17.2 Supplier agrees to comply with all applicable international, federal, state, and local laws and regulations, including applicable immigration and employment law.

17.3 Except as otherwise permitted by the Agreement, no provision of the Agreement may be changed or modified except by agreement in writing signed by both Parties.

17.4 Obligations or provisions prescribed by individual provisions of this Agreement which apply beyond the termination of the Agreement shall remain in force after the termination of the Agreement. The provisions in Section 4 and Section 10 of the Agreement survive the termination of the Agreement.

17.5 The rights and remedies herein reserved to MBExtra are cumulative and in addition to any other or further rights and remedies available at law or in equity. The failure of MBExtra at any time to enforce any of the provisions of the Agreement or any right with respect thereto, or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights, or options or in any way to affect the validity of the Agreement. In the event that any one or more of the provisions contained herein shall for any reason be held to be invalid and/or unenforceable, such invalidity/unenforceability shall not affect any other provision of the Agreement. The Agreement shall then be construed as if such invalid/unenforceable provision(s) had never been contained herein and such invalid/unenforceable provision(s) shall be replaced with valid and enforceable provision(s), the commercial effect of which shall be as similar as possible to the invalid/unenforceable provision(s). .

17.6 This Agreement and all questions arising out of or in connection with the Agreement shall be governed by and construed in accordance with the laws of the State of Alabama as if entirely performed therein and without giving effect to its conflict of law rules.

17.7 Supplier agrees to litigate all claims and actions arising under or otherwise concerning this Agreement exclusively in a court of competent jurisdiction located in Tuscaloosa County, Alabama. Supplier hereby waives any right it may have to a jury trial arising from any disputes related in any way to this Agreement. Supplier hereby consents to the exclusive jurisdiction in the state or federal courts located in Tuscaloosa County, Alabama and waives any objection to *in personam* jurisdiction in any court sitting in Tuscaloosa County, Alabama.

17.8 The following Appendices are part of and incorporated into the Agreement and are hereby incorporated by reference:

- Appendix 1: Work Specification
- Appendix 2: Project Development Plan
- Appendix 3: Costs and Work Plan
- Any attachments to the Development Order

List of Appendices

Appendix 1: Work Specification
Appendix 2: Project Development Plan
Appendix 3: Costs and Work Plan
Any attachments to the Development Order