**GENERAL TERMS AND CONDITIONS**

**Definitions**

* 1. Each term defined above or below has the same meaning in this Agreement whether it is used in its plural, singular, or possessive form.
	2. “Acceptance Period” means: (a) the period of time specified in the applicable SOW for Buyer to accept or reject a Service or Item; or (b) if no such period is specified in the applicable SOW, thirty (30) calendar days following performance of a Service or delivery of an Item.
	3. “Affiliate” means, as to any Party, any person or entity that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Party.
	4. “Agreement” means a PO (including any attachments), the related SOW, if any, and this document.
	5. “Buyer” means the entity or entities identified in the PO to receive Items or Services.
	6. “Confidential Information” means, as to any Party: (a) any information, actual or planned, relating to the research, development, products, trade secrets, technology, technology architecture, business models, plans or processes, marketing plans, customers, finances, business affairs, or personnel of that Party or any of its Affiliates, including any such information that the other Party may have created in the course of its performance under this Agreement; (b) any information belonging or relating to that Party’s Information Provider or Affiliate; (c) any Specifications listed in any SOW; and (d) any additional information identified as “Additional Confidential Information” in any SOW; provided, however, that “Confidential Information” shall not include any information that the Recipient can demonstrate: (e) was lawfully obtained by Recipient from a third party who had the right to disclose it to Recipient; (f) was publicly known prior to the Effective Date or subsequently become publicly known through no violation of Recipient’s confidentiality obligations under this Agreement; or (g) was developed independently by Recipient without the use of any Confidential Information.
	7. “Control” means, as to any legal entity: (a) ownership of at least 50% of (i) the nominal value of the entity’s outstanding common stock, membership interest, or similar ownership interest or (ii) the entity’s outstanding equity shares entitling the holders to vote for the election of directors or persons performing similar functions; or (b) the right by any other means to elect or appoint a majority of the entity’s directors or other persons performing similar functions.
	8. “Correction Period” means: (a) the period of time specified in the applicable SOW for Supplier to Cure any Nonconformities with a Service or Item or (b) if no such period is specified in the applicable SOW, thirty (30) calendar days following delivery to Supplier of the Rejection Notice identifying the applicable Nonconformities.
	9. “Cure” means to correct all Nonconformities with any Service or Item by promptly re-performing, fixing, or replacing the Service or Item such that it conforms to its respective Specifications, warranties, and all other requirements governing such Service or Item set forth in this Agreement and the applicable SOW.
	10. “MBPCC” means Mercedes-Benz Purchasing Coordination Corp. as agent of Buyer.
	11. “Due Date” means: (a) the date specified in the applicable SOW by when a Service or Item must be provided to Buyer, or (b) if no such date is specified in the applicable SOW, the date that is thirty (30) calendar days following the effective date of the applicable PO.
	12. “Fees” means the amount payable by Buyer to Supplier as set forth in the applicable SOW for the provision of the applicable Services or Items according to their respective Specifications.
	13. “Information Provider” means a third party that supplies technology or other information to a Party.
	14. “Item” means a tangible deliverable that Supplier provides Buyer pursuant to and as identified in an SOW.
	15. “Nonconformity” means the manner in which a Service, or Item fails to conform to its respective Specifications, warranties, or other requirements governing such Service or Item set forth in this Agreement or the applicable SOW.
	16. “Parties” means the Buyer and Supplier identified in the PO, collectively. Each may be individually referred to herein as a “Party.”
	17. “PO” means a purchase order issued by MBPCC as agent of Buyer or by Buyer.
	18. “Rejection Notice” means a written notice indicating that Buyer has rejected a Service or Item provided by Supplier, which shall identify: (a) the Service or Item that has been rejected; and (b) the Nonconformities forming the basis for such rejection.
	19. “Service” means a service that Supplier provides pursuant to and as identified in an SOW. The term “Service” shall not include any Item or the delivery thereof.
	20. “Specifications” means the criteria set forth in the applicable SOW for determining whether Supplier has achieved the desired result for the applicable Service or Item.
	21. A “Statement of Work” or “SOW” means a document attached to the PO, referenced in the PO or the PO itself that sets forth a mutually agreed-upon Service or Item to be provided by Supplier to Buyer under this Agreement.
	22. “Supplier” means the entity identified in the relevant PO to provide Services or Items pursuant to that PO.

**ENGAGEMENT OF SUPPLIER**

1. Engagement; Scope. Buyer hereby engages Supplier, and Supplier hereby accepts the engagement, to provide Services and/or Items to Buyer pursuant to the other terms of this Agreement.
2. No Agency. In performing under this Agreement, Supplier and its subcontractors are and shall be deemed independent contractors of Buyer for all purposes and at all times, and Supplier shall be wholly responsible for withholding or payment of all federal, state, and local income and other payroll taxes with respect to its employees, including, employee contributions, and all other taxes as required by law. In no event shall Supplier, its subcontractors, or any of their respective employees or agents be deemed to be, or hold themselves out as being, employees or agents of Buyer or any of Buyer’s Affiliates.

**STATEMENTS OF WORK**

* 1. SOWs Generally. The Services and/or Items, covered by this Agreement shall be those mutually agreed upon by the Parties in separate SOWs. Supplier shall provide each Service and/or Item to Buyer in accordance with the provisions of this Agreement and the applicable SOW. Each provision included in an SOW, whether by reference or otherwise, shall be deemed an additional term of the Parties’ agreement as to the respective Service or Item, except if such provision conflicts with the provisions of this Agreement, in which case the provisions of this Agreement shall prevail.
	2. Contents of SOW. Each SOW shall state that it is subject to the terms of this Agreement and shall set forth all Services and/or Items to be provided under the SOW and the Fees payable for each such Service and/or Item. Additionally, for each Service and/or Items to be provided under an SOW, the SOW shall include the Due Date and Specifications for such Service and/or Item; provided, however, that the failure to include the Due Date or Specifications for any Service or Item in the applicable SOW shall not excuse Supplier from its obligations to provide such Service or Item.

**SUPPLY OF SERVICES AND ITEMS**

1. Specifications. Supplier shall provide each Service and/or Items to Buyer according to the mutually agreed-upon Specifications for such Service or Item set forth in the applicable SOW. If the applicable SOW does not include any Specifications for the Service or Item, or if the respective Specifications included in the SOW do not speak, either expressly or impliedly, to a particular element of the Service or Item, Supplier shall provide the Service, or Item or the particular element thereof (as applicable) according to the commercially reasonable expectations of Buyer. For the avoidance of doubt, as used herein (and as may be used in any SOW), to “provide” any Service and/or Items under this Agreement (as such term may appear in any conjugation) means to perform the Service and deliver the Item.
2. Due Date. Supplier shall provide each Service and/or Items to Buyer by its respective Due Date.
3. Rejection/Acceptance; Cure.
	1. Buyer shall have the right, as set forth in this Section 4.3, to inspect and reject each Service and Item provided to it by Supplier under this Agreement.
	2. If a Service or Item provided by Supplier has any Nonconformities, Buyer may reject the nonconforming Service or Item by sending Supplier a Rejection Notice within the respective Acceptance Period for such Service or Item.
	3. Upon receipt of a Rejection Notice, Supplier shall, at its sole expense (including without limitation the expenses of removal, packing, transportation, and reinstallation), promptly and in any event no later than the end of the applicable Correction Period, Cure all Nonconformities for the Service or Item identified in the Rejection Notice. If Supplier fails to make any reperformance to Cure the Nonconformities identified in the initial Rejection Notice, the nonconforming Service or Item shall be deemed rejected by Buyer upon the expiration of the applicable Correction Period. If Supplier reperforms to Cure the Nonconformities identified in the initial Rejection Notice but fails to Cure such Nonconformities, Buyer may reject the nonconforming Service, Item, or Service by sending Supplier a subsequent Rejection Notice within thirty (30) calendar days of Supplier’s reperformance.
	4. Buyer shall be deemed to have accepted a Service or Item if and when Buyer: (i) fails to provide Supplier a Rejection Notice for the Service or Item within the applicable Acceptance Period; (ii) having provided Supplier a Rejection Notice for the Service or Item within the applicable Acceptance Period, fails to provide a subsequent Rejection Notice to Supplier within thirty (30) calendar days of Supplier’s last reperformance within the Correction Period (if any) to Cure the applicable Nonconformities identified in the prior Rejection Notice; or (iii) earlier notifies Supplier in writing that it has accepted the Service or Item; provided, however, that any such acceptance under this subsection (d) shall only operate as an acceptance of the Service or Item for purposes of payment of Fees under Section 5.2 of this Agreement. Notwithstanding anything to the contrary herein, neither the failure of Buyer to provide a Rejection Notice for any Service or Item, the acceptance by Buyer of any Service or Item (either express or implied), nor the payment by Buyer of Fees for any Service or Item shall constitute a waiver of any of Buyer’s rights as to the Service or Item, including without limitation Buyer’s right to enforce Supplier’s representations and warranties pursuant to Section 7.5 and Buyer’s right to indemnification under the INDEMNIFICATION sections below (Section 12.1 et seq.), except as to Buyer’s right to reject the Service or Item and withhold payment of Fees for such under this Section 4.3.
	5. Buyer shall have no obligation to pay any Fees for any nonconforming Service or Item rejected by Buyer pursuant to this Section 4.3.
4. Time is of the Essence. Time is of the essence of this Agreement. If Supplier fails to provide any Service or Item by its respective Due Date or, having provided any Service or Item by its Due Date, fails to Cure any Nonconformities identified in a Rejection Notice within the applicable Correction Period, Buyer shall be entitled, in addition to its other rights and remedies under this Agreement or the applicable SOW, to: (a) terminate the applicable SOW, in whole or in part; (b) purchase substitute Services or Item; (c) recover from Supplier Buyer’s reasonable costs of any such termination and procurement of substitute Services or Item; and (d) recover from Supplier the prorated portion of Fees (if any) paid for the nonconforming Services or Item.
5. Changes to Scope of Work.
	1. Buyer shall have the right, at any time and from time to time, to request changes in the scope of any Service or Item (each, a “Change”) in accordance with this Section 4.5. Such Changes may include, without limitation: (i) performing significant additional work or providing significantly more or different materials than called for in the applicable SOW; (ii) omissions or deletions of any part(s) of the Services or Item; or (iii) revisions in the drawings, designs, or Specifications, method or shipping or packing or the place of delivery.
	2. In the event that Supplier determines that a requested Change requires an adjustment to the Fees for the applicable Service or Item, Supplier shall, promptly upon receipt of the request for such Change from Buyer, furnish to Buyer a Change Order Form substantially in the form attached hereto as Exhibit B, setting forth in detail the Change and Supplier's fixed and firm proposed adjustment to the Fees resulting from such Change. The Change and proposed adjustment to Fees set forth in the Change Form Order shall only become effective upon execution of the Change Form Order by a duly-authorized representative of Buyer, in which case the signed Change Form Order shall be deemed an amendment to the applicable SOW and shall constitute final settlement on all terms of the Change set forth in the Change Form Order.
	3. Notwithstanding anything to the contrary herein, if the Parties cannot agree on the terms of any Change as contemplated by subsection (b), Buyer may nonetheless order Supplier to proceed with the Change and, in such case, the applicable Fees shall be: (i) increased only for significant additional work outside the Specifications of the Service or Item in an amount equal to Supplier's reasonable and necessary additional costs, if and to the extent Supplier can prove such additional costs; and/or (ii) reduced for omissions or deletions of any part(s) of the Service or Item in an amount proportional to the omission or deletion to the overall Service or Item.
	4. In no event shall Supplier be entitled to any compensation from Buyer related to, resulting from, or arising out of any Change other than as expressly provided in this Section 4.5.
6. Permits and Licenses. Prior to providing any Items or Services, Supplier shall, at its sole expense: (a) apply for and procure any and all permits, certificates, and licenses required by governmental authorities having jurisdiction over such Items or Services, Supplier, or the location of such Items or Services, including without limitation any license required for Supplier to bid to supply any Item or Service; and (b) provide Buyer with proof of such permits, certificates, or licenses. This requirement is also applicable to all subcontractors of Supplier.
7. Work on Buyer’s or Its Affiliate’s Premises. If Supplier's work or performance of Services under this Agreement involves operations by Supplier on the premises of Buyer or one of Buyer’s Affiliates, Supplier shall:
	1. Carry out the work at times agreed to by Buyer or its Affiliate (as applicable);
	2. Take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work or Services;
	3. Comply with Buyer's or it’s Affiliate’s (as applicable) safety and environmental procedures, including without limitation the Expat/Contractor/Supplier Safety and Security Guidelines, the Hazardous and Toxic Substance Disclosure Requirements and the Environmental Protection Plan for Construction;
	4. Ensure that all of its employees or agents performing such on-site work or Services complete in advance all of the safety and organizational requirements of Buyer or its Affiliate (as applicable) and the construction manager (if any);
	5. Not cut, excavate, or otherwise alter any existing structures or any other contractor’s work without Buyer’s prior written permission;
	6. Not interrupt, cause a partial or complete shutdown of, or otherwise interfere with, Buyer’s or Affiliate’s (as applicable) operations without obtaining prior written consent of Buyer and giving Buyer notice of such interruption at least seventy-two (72) hours in advance; and
	7. Keep its work site in a neat, clean, and safe condition and properly dispose of all debris and rubbish caused by Supplier's work. In the event Supplier fails to maintain its work area in a manner satisfactory to Buyer, or to effect such cleanup or removal immediately after receipt of written notice to do so, Buyer shall have the right without further notice to Supplier to perform such cleanup and removal of items on behalf of and at the risk of Supplier and charge Supplier for, or offset against any payments due to Supplier, the actual costs incurred by Buyer for such cleanup and removal of items.
8. Patterns, Tools, and Dies. All patterns, tools, dies, drawings, specifications, or other material furnished by Buyer to Supplier, or which are specifically paid for or provided by Buyer, and any replacement thereof or anything affixed or attached thereto, shall be and remain Buyer’s personal property. Such property, if it can reasonably be done, shall be plainly marked or otherwise adequately identified by Supplier as the property of the entity designated by Buyer and shall be safely stored separate and apart from Supplier’s property. Supplier shall not substitute any items or materials of any kind for such property and shall not use such property except for filling Buyer’s order. While in Supplier’s custody or control, such property shall be held at Supplier’s risk, and shall be subject to removal at Buyer’s request, in which event Supplier shall immediately prepare such property for shipment and shall deliver it to Buyer or Buyer’s nominee in the same condition as originally received, reasonable wear and tear excepted. Supplier will keep such tooling or property in its possession or control, fully covered by insurance, and free of liens and encumbrances and will replace such tooling or property when lost, damaged, or destroyed. Buyer shall have the right to enter Supplier’s premises at all reasonable times to inspect such property and Supplier’s records with respect thereto. All requests for reimbursement for tooling costs are subject to review, approval, and audit by Buyer. Supplier acknowledges and agrees that it may not hold Buyer’s patterns, tools, dies, or other material furnished by Buyer after Buyer requests its return for any reason, including without limitation any alleged breach by Buyer.
9. Pre-Existing Work. Buyer acknowledges that all or part of the Services or Items provided by Supplier under this Agreement may incorporate pre-existing and independently developed materials and information generally used or useable by Supplier in connection with the provision of products and services by Supplier to other customers (“Preexisting Work"). Unless otherwise expressly stated in the applicable SOW, Supplier shall retain all ownership rights in all Preexisting Work. Supplier grants Buyer a limited, nonexclusive, non-transferable worldwide license (including the right to sublicense as reasonably necessary to carry out the purpose of the license) to the Preexisting Work to the extent incorporated into the Services or Items.
10. Liens. To the full extent permitted by applicable law, Supplier hereby waives and releases any and all rights of mechanic’s lien, materialmen’s lien, laborer’s lien and similar rights for payment for Service or Item or any other labor, equipment, or materials furnished by Supplier in performance of the Agreement and granted by law to persons supplying materials, equipment, services and other things of value to improve or modify land or structures thereon, which Supplier may have against Buyer premises or property belonging to Buyer or its agents. Supplier shall indemnify and save harmless Buyer, its employees, agents and assigns from and against all laborers’, mechanics’ or materialmen’s liens, or any other lien, claim (including, without limitation, attorneys’ fees), charge, or encumbrance, of whatever kind upon the Service, Items, any property of Buyer, and/or any monies retained by Buyer or due or to become due from Buyer to Supplier, arising out of the Services performed by Supplier or by Subcontractors or their vendors and/or out of the Services, Items, or other materials or equipment furnished by Supplier or Subcontractors or any of their respective employees, agents, or sub-subcontractors under or in connection with the Agreement or in connection with the Services or Items.

**FEES**

1. Fees Generally. In consideration of the Service or Item provided to Buyer by Supplier under this Agreement, Supplier shall be entitled to payment by Buyer of the mutually agreed-upon Fees set forth in the applicable SOW for the respective Service or Item, pursuant to the terms of this FEES section (Section 5.1 et seq.). Except as expressly set forth in this Agreement, under no circumstances shall Buyer have any obligation to pay Supplier, or shall Supplier be entitled to recover from Buyer, any amount greater than the applicable Fees for the provision of any Service or Item under this Agreement.
2. Right to Fees. Unless otherwise expressly agreed to in the applicable SOW, and subject to the provisions of Section 13.4 below, Supplier shall not be entitled to receive any Fees under this Agreement, nor shall any Fees become payable by Buyer, unless and until the applicable Service or Item is provided to and accepted by Buyer pursuant to Section 4.3(d).
3. Fixed-Price Fees; Time and Materials.
	1. Unless otherwise expressly agreed to in the applicable SOW, all Fees hereunder are fixed price for each Service and Item. Without limiting the foregoing, Supplier shall not be entitled to payment from Buyer for any time or materials expended by Supplier on any Service or Item unless the applicable SOW expressly provides that the Fees for the Service or Item includes Supplier’s time and materials.
	2. If an SOW does provide that the Fees for any Service or Item includes Supplier’s time and materials, the SOW shall set forth the basis for calculating the cost of Supplier’s time and materials and shall provide a maximum amount of Fees that Supplier is entitled to recover for its time and materials expended on the Service or Item. If the actual time or materials required to provide any Service or Item is expected to exceed the maximum amount of Fees stated in the applicable SOW, Supplier must obtain Buyer’s prior written approval to any increase in Fees by amending the applicable SOW in accordance with Section 4.5 of this Agreement.
4. Invoices. Unless otherwise expressly agreed to in the applicable SOW, and subject to Section 13.4 below, Supplier shall invoice Buyer for Fees within thirty (30) calendar days of Buyer accepting the applicable Service or Item pursuant to Section 4.3(d).
5. Payment of Fees. Unless otherwise expressly agreed to in the applicable SOW, and subject to the provisions of Section 13.4 below, Buyer shall pay any Fees due to Supplier within sixty (60) calendar days of receiving an accurate invoice for the Fees. Buyer shall pay Fees in the form and manner specified in the applicable SOW. If the applicable SOW does not include any terms governing the form and manner of payment, Buyer may pay Fees in any commercially reasonable form and manner it deems appropriate.
6. Late Payments. Unless otherwise expressly agreed to in the applicable SOW, Supplier shall not be entitled to late fees or penalties for late payments of Fees. Further, under no circumstances may Supplier suspend its provision of any ongoing Services or Items or interfere with or restrain, electronically or otherwise, Buyer’s ability to use any previously provided Service or Item based on the late payment of Fees by Buyer.

**SUBCONTRACTING**

1. Use of Subcontractors. Supplier shall not use any subcontractor in the performance of any of its duties under this Agreement or any SOW hereunder without obtaining Buyer’s prior written approval.
2. Required Contracts. For each subcontractor approved by Buyer, Supplier shall, prior to the subcontractor performing any work: (a) enter into an agreement with the subcontractor imposing on the subcontractor the same obligations owed by Supplier under this Agreement and the applicable SOW with respect to the work to be performed by the subcontractor, and provide Buyer with a fully executed copy of such agreement; and (b) provide Buyer, upon Buyer’s request, with evidence of the subcontractor’s liability insurance in sufficient coverage and policy limits as required for the work to be performed by the subcontractor.
3. Enforcement. Supplier shall, at its sole expense: (a) enforce against each subcontractor all of the provisions in its agreement with the subcontractor under Section 6.2(a); (b) advise Buyer of (i) any violation by any subcontractor of such agreement of which Buyer has actual knowledge, (ii) any corrective action taken by Supplier in response to such a violation, and (iii) the results of such corrective action; and (c) upon request of Buyer, terminate any such agreement with any Subcontractor who violates any term of such agreement designed to protect Buyer.
4. Supplier Responsibility. Notwithstanding anything to the contrary in this Agreement, the use of any subcontractor by Supplier shall not relieve Supplier of any of its obligations under this Agreement or the applicable SOW, and Supplier shall be, and at all times remain, liable for any breach of this Agreement and the applicable SOW with respect to the work performed by any subcontractor.

**REPRESENTATIONS AND WARRANTIES**

1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:
2. It is duly organized and validly existing under the laws of its jurisdiction of incorporation or formation and has full corporate or other power and authority to enter into this Agreement and to carry out the provisions hereof;
3. It is duly authorized to execute and deliver this Agreement, to perform its obligations hereunder, and to grant the rights granted the other Party hereunder, and the person or persons executing this Agreement on its behalf has been duly authorized to do so; and
4. This Agreement is legally binding upon it, enforceable in accordance with its terms, and does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material law or regulation of any court, governmental body, or administrative or other agency having jurisdiction over it.
5. Supplier’s General Representations and Warranties. Supplier further represents and warrants to Buyer that:
6. Supplier will not be prevented by any third party, via agreement, employment, or other legal relationship (past or present) or otherwise, from providing any Item or Item required under any SOW as works-made-for-hire or from assigning (or licensing, as applicable) to Buyer the rights thereto as set forth in the SOW;
7. All Services or Items provided by Supplier hereunder will not infringe any patents, copyrights, mask work rights, trade secret rights, trademarks, trade dress rights, or any other proprietary rights (including without limitation moral rights or rights of privacy or publicity) of any third party;
8. Supplier has not previously granted and will not grant any right to any third party that is inconsistent with the rights it has granted or will grant to Buyer under this Agreement or any SOW hereunder;
9. Each of Supplier’s employees, consultants, contractors, partners, or agents who have been or will be involved in the development of any Service or Item have signed or will sign an agreement with Supplier conveying to Supplier all rights in such Service or Item as is necessary for Supplier to meet its obligations under this Agreement and agreeing to keep confidential any Confidential Information as required by this Agreement;
10. Supplier and each of its employees, consultants, contractors, partners, and agents who have been or will be involved in the performance of any of Supplier’s obligations hereunder, including the supply of any Service or Item under any SOW, shall be fully experienced and properly qualified to perform such obligations; and
11. Supplier has conducted or will conduct a criminal background investigation on each of its employees, consultants, contractors, partners, and agents who have been or will be involved in the performance of any of Supplier’s obligations hereunder, including the supply of any Service or Item, and Supplier and each such employee, consultant, contractor, partner, and agent have not been convicted of any felony or misdemeanor involving crimes of violence, fraud, misappropriation, or other breach of trust.
12. Supplier’s Performance Warranties. Supplier further represents and warrants to Buyer that:
	1. Services. Each Service performed under this Agreement will meet its respective Specifications described in the applicable SOW for a period stated in the relevant SOW or for a period of two (2) years from the date of performance of the Service, whichever is greater;
13. Items. All Items furnished under this Agreement will not vary from the type or quantity of such Items authorized by Buyer in the applicable SOW. Additionally, each Item furnished under this Agreement will be new, first class, fit and sufficient for the purposes intended (as evidenced by the Specifications), merchantable, of good material and workmanship, and free from defects in material and workmanship. Additionally, each Item furnished under this Agreement will meet its respective Specifications described in the applicable SOW for a period designated in Supplier’s standard warranty for such Item or for a period of two (2) years from the date of delivery of the Item to Buyer, whichever is greater; and
14. Scope of Performance Warranties. The performance warranties set forth in Section 7.3: (a) are in addition to all other warranties, express or implied, at law or in equity.
15. Breach of Warranty. In the event of a breach of any warranty under Section 7.2 or 7.3 as to any Service or Item, regardless of whether the Service or Item was previously accepted by Buyer under Section 4.3(d) of this Agreement, Supplier shall, upon receipt of written notice from Buyer of such breach or Nonconformity, promptly Cure such breach at Supplier’s sole expense (including without limitation the expenses of removal, packing, transportation, and reinstallation). In the event Supplier fails to Cure the breach within a commercially reasonable amount of time after receiving notice of the breach, Buyer shall be entitled, in addition to its other rights and remedies under this Agreement or the applicable SOW, to: (a) terminate the applicable SOW, in whole or in part; (b) purchase substitute Services or Item; (c) recover from Supplier Buyer’s reasonable costs of any such termination and procurement of substitute Service or Item; and (d) recover from Supplier the prorated portion of Fees (if any) paid for the nonconforming Service or Item.

**COMPLIANCE**

1. General. Each Party shall comply with all laws, executive orders, and governmental rules and regulations applicable to its performance under this Agreement and its commercial relationship with the other Party. Additionally, in performing under this Agreement, Supplier agrees to comply with the standards and requirements for suppliers set forth in MBST 36 and the Responsible Sourcing Standards (version 05/2022) which can be found on the Mercedes-Benz Supplier Portal (https://supplier.mercedes-benz.com).
2. Technical Compliance. Without limiting Supplier’s obligations under Section 8.1 in performing under this Agreement, Supplier must comply with all applicable laws related to Supplier’s performance under this agreement. These laws 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 product safety with implications for Mercedes-Benz Group AG, Buyer, 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-portal.mercedes-benz.com>. 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.
3. Anti-Fraud. Without limiting Supplier’s obligations under Section 8.1, in performing under this Agreement, Supplier shall desist, and shall ensure that each of its subcontractors and agents desist, from all practices that 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 Supplier or its subcontractors or agents. Supplier’s breach of this Section 8.2 shall be cause for immediate termination of this Agreement or any SOW hereunder, upon written notice by Buyer, subject to the fees and costs set forth in Section 13.4
4. Labor Laws. Without limiting Supplier’s obligations under Section 8.1, Supplier certifies that all Services and Item provided under this Agreement have been or will be produced in compliance with the Fair Labor Standards Act of 1938 (as amended, the “Act”) and any amendments hereto, as well as the provisions of any other law with respect to labor relations, minimum wages and hours of employment, now in effect or hereafter enacted, and with any and all rules and regulations issued under the Act and other laws. Supplier agrees that the foregoing certification may be considered as the certificate contemplated by the amendment dated October 26, 1949, to the Act.

**BOOKS AND RECORDS**

1. Books and Records. For each and every Service and Item provided Buyer hereunder, Supplier shall keep, during the term of the applicable SOW and for a period of one (1) year following its expiration or termination, proper books and records for such Service and Item in accordance with generally accepted accounting principles consistently applied, including without limitation books and records related to any work performed by any agent or subcontractor of Supplier.
2. Reports; Works in Progress. Unless otherwise provided in the applicable SOW, Supplier shall report to Buyer in writing at least once per month on the status of ongoing work towards completion of each Service and Item. Additionally, to the extent possible, Supplier shall, upon request of Buyer, allow Buyer to inspect and make copies of Supplier’s work in progress for any Service or Item.
3. Proof of Origin. The Items sold hereunder may be required for export. Supplier shall, upon request by Buyer, provide a written declaration in the form specified by Buyer on the origin of the Items supplied. Supplier shall provide any such requested declarations no later than the first delivery of Items to Buyer.
4. Inspection. Buyer shall have the right, during regular business hours at mutually convenient times, to inspect and make copies of Supplier’s books and records related to any Service and Item and to inspect any of Supplier’s processes related to any Service or Item, at Buyer’s sole expense, for the purpose of auditing Supplier’s compliance with the terms of this Agreement or any SOW hereunder.

**INFORMATION USE AND PROTECTION**

1. Confidentiality.
	1. In performing its obligations under this Agreement, each Party (the “Recipient”) may gain access to the Confidential Information of the other Party (the “Discloser”). Recipient shall keep confidential and shall not disclose or use any of Discloser’s Confidential Information for any purpose other than to perform its obligations under this Agreement. Without limiting the foregoing, Recipient shall not use Discloser’s Confidential Information: (i) to design or manufacture any product unless otherwise agreed in any applicable SOW or other agreement between the parties; or (ii) for any other purpose for Recipient’s own benefit or for the benefit of anyone other than Discloser.
	2. Recipient shall use reasonable care to protect and avoid disclosure of and unauthorized access to Discloser’s Confidential Information in Recipient’s possession or control, which level of care shall, at a minimum, not fall below the level of care that Recipient uses to protect and avoid disclosure of and unauthorized access to its own similar information.
	3. Notwithstanding the foregoing subsections of this Section 10.1, Recipient may disclose Discloser’s Confidential Information: (i) to Recipient’s employees, Affiliates, subcontractors, and financial and legal advisors; provided, however, that such disclosure must be necessary to carry out Recipient’s obligations under this Agreement and that, prior to such disclosure, Recipient must have a written agreement with such party sufficient to require that party to treat the Confidential Information substantially the same as described in this Agreement; (ii) to any other person or entity with Discloser’s prior written consent; or (iii) as is necessary to comply with a judicial or governmental order; provided, however, that, to the extent possible, Recipient shall promptly give Discloser notice of such disclosure obligation to allow Discloser a reasonable opportunity to obtain a protective order or other appropriate relief preventing such disclosure.
	4. All Confidential Information shall remain the property of Discloser or Discloser’s Affiliate or Information Provider (as applicable), and Recipient receives no license or other rights thereto. Without limiting the foregoing. Discloser or Discloser’s Affiliate or Information Provider (as applicable) owns all right, title, and interest in any of its Confidential Information, including any and all copyrights, patents, trade secrets, trademarks, trade dress, and any and all moral rights in the Confidential Information.
	5. Promptly upon expiration or termination of this Agreement or an SOW hereunder, or at any time earlier upon the written request of Discloser, Recipient shall, at its sole cost and as directed by Discloser, return or destroy any or all of Discloser’s Confidential Information (including copies thereof) and provide written confirmation of the same to Discloser.
2. Use of Logos. Neither Supplier nor its subcontractors, nor any of their respective employees or agents, shall use the trademarks, service marks, logos, names, or any other proprietary designations of Buyer or any Affiliate of Buyer, whether registered or unregistered, without the prior written consent of Buyer or its relevant Affiliate.
3. Disclaimer of Information Warranty. ALL INFORMATION PROVIDED BY BUYER TO SUPPLIER IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE.
4. Data Protection and Information Security. In addition to any other information security provisions set forth in this Agreement, Supplier shall comply with the provisions of the Data Protection Addendum attached hereto as Exhibit C which is hereby incorporated into this Agreement as if set forth fully herein. To the extent there is any conflict between the terms of the Data Protection Addendum and the terms of the body of this Agreement, the terms of the Data Protection Addendum shall prevail.
5. Injunctive Relief. The Parties acknowledge that any breach of the provisions of this section INFORMATION USE AND PROTECTION (Section 10.1 et seq.) will result in irreparable harm to the non-breaching Party. The Parties therefore agree that the non-breaching Party shall have the right to seek an injunction or other equitable relief to enforce compliance with the provisions of this section INFORMATION USE AND PROTECTION (Section 10.1 et seq.), without limitation to any other right or remedy that may be available to the non-breaching Party under this Agreement or any SOW hereunder or at law or in equity.

**INSURANCE**

1. Supplier shall provide and maintain, and shall require any subcontractor it retains hereunder to provide and maintain, during the term and for a period of two (2) years thereafter insurance coverage with companies acceptable to Buyer as follows:
	1. Workers’ compensation insurance according to statutory limits, including employer’s liability insurance with a minimum limit of $5 million per accident, per disease, and per employee;
	2. Comprehensive general liability insurance covering bodily injury, property damage, personal and advertising injury, independent contractors and contractual liability, host liquor liability, products liability, and completed operations liability, with a minimum limit of $5 million per occurrence;
	3. Business automobile liability insurance covering all owned, hired, and non-owned vehicles for a combined single limit bodily injury and property damage with a minimum limit of $5 million per occurrence; and
	4. Professional liability (errors and omissions) insurance covering all Services and Item provided to Buyer by Supplier with a minimum limit of $1 million per occurrence.
2. Supplier and any agent or subcontractor it retains hereunder may use an umbrella (excess) liability insurance policy to attain the required $5 million liability limits for the workers’ compensation, comprehensive general liability, and business automobile liability policies required under Section 11.1(a)-(c) (collectively, the “Primary Policies”), provided, however that: (i) each Primary Policy must itself provide a minimum limit of $1 million per occurrence; and (ii) the umbrella (excess) liability insurance policy must follow the form of the Primary Policies and be extended to “drop down” to become the primary form of coverage in the event the liability limits for the Primary Policies are reduced or exhausted.
3. Except for the worker’s compensation policy, each of the insurance policies required under Sections 11.1 and 11.2 shall name Buyer as additional insured(s). Additionally, each of the insurance policies required under Sections 11.1 and 11.2 (including the worker’s compensation policy) shall provide a waiver of subrogation in favor of Buyer and contain endorsements stating that the policy is primary and not excess over or contributory with any other valid, applicable, or collectible insurance in force for Buyer.
4. Prior to commencing any performance under this Agreement, Supplier and any agent or subcontractor it retains hereunder shall, upon Buyer’s request, provide Buyer with: (a) certificates of insurance evidencing the required insurance coverages set forth in this section INSURANCE (Section 11.1 et seq.); and (b) performance and labor bonds and material payment bonds (if any) required by the applicable SOW.
5. Supplier and any agent or subcontractor it retains hereunder shall provide Buyer with at least thirty (30) calendar days’ written notice of any cancellation, material change in coverage, or non-renewal of coverage for any of the insurance policies required under Sections 11.1 and 11.2.

**INDEMNIFICATION**

1. General Indemnification. Supplier shall indemnify and hold harmless the Buyer, its Affiliates, and each of their respective directors, officers, employees, agents, successors, and assigns from and against all liabilities, losses, damages, judgments, settlements, obligations, fines, costs, and expenses of any nature, including without limitation reasonable attorneys' fees and costs of suit, (“Losses”) incurred in connection with any allegations, claims, actions, suits, or demands threatened or asserted by a third party, including any government entity, (“Third-Party Claims”) which arise out of, relate to, or result from any act or omission allegedly or actually taken by the Supplier or its employees, agents, or subcontractors in connection with the performance of its obligations under this Agreement or any SOW hereunder.
2. Compliance Indemnification. Without limiting their obligations under Section 12.1, each Party shall indemnify and hold harmless the other Party, its Affiliates, and each of their respective directors, officers, employees, agents, successors, and assigns from and against all Losses incurred in connection with any Third-Party Claims which arise out of, relate to, or result from any alleged or actual failure to comply with any applicable law, executive order, governmental rule or regulation by the indemnifying Party or its employees, agents, or subcontractors.
3. Infringement Indemnification. Without limiting its obligations under Section 12.1, Supplier shall indemnify and hold harmless Buyer, its Affiliates, and each of their respective directors, officers, employees, agents, successors, and assigns from and against all Losses incurred in connection with any Third-Party Claims which arise out of, relate to, or result from any alleged or actual infringement of a third party’s patents, copyrights, mask work rights, trade secret rights, trademarks, trade dress rights, or any other proprietary rights by the indemnifying Party or its employees, agents, or subcontractors.
4. Notice of Indemnifiable Claim. For each Claim giving rise to a right to indemnification under this section INDEMNIFICATION (Section 12.1 et seq.) (an “Indemnifiable Claim”), the Party entitled to such indemnification (the “Indemnitee”) shall provide the Party required to provide such indemnification (the “Indemnitor”) with written notice of the Indemnifiable Claim (a “Claim Notice”) within thirty (30) calendar days of the Indemnitee actually learning of the Indemnifiable Claim. Notwithstanding the foregoing, the failure by the Indemnitee to provide timely notice of any Indemnifiable Claim shall not excuse the Indemnitor’s indemnification obligations under this section INDEMNIFICATION (Section 12.1 et seq.), unless (and only to the extent) the Indemnitor is able to establish in a court of competent jurisdiction that it was actually prejudiced by such failure.
5. Defense of Indemnifiable Claims.
	1. In the event the Indemnitor is requested by the Indemnitee to pay the expenses of an Indemnifiable Claim under this section INDEMNIFICTION (Section 12.1 et seq.), the Indemnitor shall have the right, but not the obligation, to assume the defense of such Indemnifiable Claim with counsel approved by the Indemnitee (which approval shall not be unreasonably withheld); provided, however, that: (i) within thirty (30) calendar days of receiving the applicable Claim Notice, the Indemnitor must provide Indemnitee with (or else it forfeits any right to assume the defense of the Indemnifiable Claim) both: (1) a written notice that it has elected to assume the defense of the Indemnifiable Claim; and (2) a waiver, executed by a duly authorized representative of the Indemnitor, acknowledging the Indemnitor’s obligation to indemnify the Indemnitee with regard to the Indemnifiable Claim and irrevocably waiving any argument by the Indemnitor that it is not obligated to provide such indemnification; and (ii) Indemnitee shall at all times retain the right to participate in any such defense with its own counsel, at its own cost.

* 1. The Indemnitee shall provide the Indemnitor with assistance and information in the Indemnitee’s control as is reasonably required to assist the Indemnitor in defending any Indemnifiable Claim, provided that any reasonable out-of-pocket expenses incurred by the Indemnitee in providing such assistance shall be recoverable from the Indemnitor as indemnifiable Losses as they are incurred by the Indemnitee.
	2. Notwithstanding anything to the contrary herein, the Indemnitee shall at all times retain the right, upon written notice to the Indemnitor, to reassume complete control of the defense of any Indemnifiable Claim previously assumed by the Indemnitor, provided that the Indemnitor shall have no obligation to indemnify the Indemnitee for any Losses related to such Indemnifiable Claim incurred by the Indemnitee after the Indemnitor yields the defense of the Indemnifiable Claim back to the Indemnitee.

* 1. Notwithstanding anything to the contrary herein, under no circumstances shall the Indemnitor settle any Indemnifiable Claim without the prior written consent of the Indemnitee.
	2. In the event the Indemnitor fails to timely provide the notice or waiver required under subsection (a)(i) or otherwise declines to assume the defense of any Indemnifiable Claim, the Indemnitee shall have the right, but not the obligation, to defend the Indemnifiable Claim, and its reasonable expenses of providing such defense shall be recoverable from the Indemnitor as indemnifiable Losses as they are incurred.
1. Indemnification Payments.
	1. The Indemnitor shall make any indemnification payments due under this section INDEMNIFICATION (Section 12.1 et seq.) within thirty (30) calendar days from receipt of a written request for such indemnification (a “Request for Indemnification”) from the Indemnitee. Indemnitee shall include in each Request for Indemnification such documentation and information as is reasonably available to the Indemnitee and reasonably necessary to evidence the Losses for which indemnification is being sought.
	2. If any indemnification payment or portion thereof is not paid to the Indemnitee by its respective due date under subsection (a), then the Indemnitor shall pay the Indemnitee interest on such unpaid amounts at an annual rate of ten percent (10%), to be computed from the date the indemnification payment was due, but excluding the date it was paid in full. The Indemnitee’s right to recover such interest shall be without limitation to any other right or remedy it may otherwise have under this Agreement or at law or in equity.

**TERM AND TERMINATION**

1. Term; Survival. This Agreement shall commence on the Effective Date and shall be in effect for so long as any SOW made pursuant to this Agreement is in effect, unless terminated earlier in accordance with the terms of this Agreement (the “Term”). Notwithstanding the foregoing, the provisions of sections DEFINITIONS, FEES, SUBCONTRACTORS, REPRESENATIONS AND WARRANTIES, COMPLIANCE, BOOKS AND RECORDS, INFORMATION USE AND PROTECTION, INSURANCE, INDEMNIFICATION, TERMS AND TERMINATION, and MISCELLANEOUS and of Sections 2.2, 4.3(d)-(e), 4.4, 4.5(d), 4.7(g), 4.8, and 4.9 (collectively, the “Surviving Terms”) shall survive any expiration or termination of the Agreement. The Surviving Terms shall continue in effect indefinitely following any expiration or termination of the Agreement unless a specific period of time is provided in such term.

1. Termination for Cause. Without limitation to any other termination rights granted it under this Agreement, any Party may terminate, in whole or in part, this Agreement and/or any SOW hereunder immediately upon written notice to the other Party in the event that:
	1. The other Party violates any provision of section COMPLIANCE (Section 8.1 et seq.) or section INFORMATION USE AND PROTECTION (Section 10.1 et seq.) of this Agreement;
	2. The other Party commits a material breach of any other term of this Agreement or any SOW hereunder and fails to cure such breach within thirty (30) calendar days of receiving written notice of the breach;
	3. The other Party commits a material breach of any other term of this Agreement or any SOW such that achieving the purpose of the Agreement is no longer practicable or the other Party is unable to meet its obligations set forth herein or in any SOW;
	4. The other Party becomes bankrupt or insolvent or suspends operations, or if a petition is filed or proceeding commenced by or against the other Party under any state or federal law relating to bankruptcy, insolvency, or receiverships; or
	5. Continuing the commercial relationship with the other Party under this Agreement or any SOW hereunder becomes unlawful.
2. Termination for Convenience. Without limitation to any other termination rights granted it under this Agreement, Buyer may terminate, in whole or in part, this Agreement and/or any SOW hereunder for any purpose whatsoever upon thirty (30) calendar days’ written notice to Supplier.
3. Fees and Costs.
	1. In the event of a termination by any Party under Section 13.2 or Section 13.3, Buyer shall pay Supplier, within sixty (60) calendar days of the effective date of the termination: (i) all Fees payable under the terminated SOW(s) for all completed Services and Items provided to Buyer free from any Nonconformities through the effective date of the termination; and (ii) a prorated amount of Fees payable under the terminated SOW(s) for all partial Services or Items provided to Buyer free from any Nonconformities through the effective date of the termination; provided, however, that if the applicable SOW(s) were terminated by Buyer under Section 13.2, Buyer shall only be required to pay prorated Fees under this subsection (ii) if Buyer elects, in its sole discretion, to receive the respective partial Service or Item from Supplier.
	2. In the event of a termination by Buyer under Section 13.2, Buyer shall be entitled to recover from Supplier, promptly upon written request, the reasonable costs incurred by Buyer in obtaining replacement Services and Items for the terminated SOW(s).

**MISCELLANEOUS PROVISIONS**

1. Exhibits; Integration Clause. All Exhibits attached to this Agreement are incorporated into and made part of the Agreement as if expressly set forth in the body of the Agreement. This Agreement (including all Exhibits hereto) constitute the entire agreement between the Parties with regard to the subject matter hereof and supersedes any prior agreement, written or oral, between the Parties concerning the subject matter hereof.
2. Amendments. Except as provided in Section 4.5, neither this Agreement nor any SOW hereunder may be amended or supplemented except by a writing signed by a duly-authorized representative of each Party.
3. Conflict with SOW. In the event of a conflict between the terms of this Agreement and of any SOW hereunder, the Agreement shall control solely to the extent of such conflict; provided, however, that if an SOW expressly states that the Parties agree that a specific term in this Agreement does not apply to the SOW or is expressly superseded by a different term in the SOW, then such SOW shall control but only as to that SOW and only to the extent so explicitly stated therein.
4. Assignment. Supplier may not assign or delegate this Agreement or any SOW hereunder, or any of its rights or obligations under this Agreement or any SOW hereunder, including by operation of law, without Buyer’s prior written consent. Subject to the foregoing restriction, this Agreement shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.
5. Third-Party Beneficiaries.
	1. Except as set forth in subsection (b) of this Section 14.5, nothing in this Agreement or in any SOW hereunder, either express or implied, is intended to give to any person other than the Parties and their respective heirs, legal representatives, successors, and assigns any right, remedy, or claim under or by reason of this Agreement, and all rights, obligations, covenants, representations, warranties, and other agreements in this Agreement or in any SOW hereunder shall be for the sole and exclusive benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.
	2. Each Affiliate of Buyer shall be deemed a third-party beneficiary of this Agreement and all SOWs hereunder and shall be entitled to enforce Buyer’s rights under this Agreement and any SOW hereunder as if such Affiliate was a party to the Agreement and the applicable SOW.
6. No Waiver. A Party may only waive any of its rights under this Agreement or any SOW hereunder by a writing that is expressly identified as a waiver, specifically refers to the contractual right being waived, and is signed by a duly-authorized representative of such Party granting the waiver. A failure by any Party to enforce any right, including without limitation a right arising as a result of a breach of contract, or to insist upon performance of an obligation arising from this Agreement or any SOW hereunder shall not be construed as a waiver of any of such Party's rights, shall not prejudice any of the Party’s rights regarding any subsequent action, and shall not affect the validity of this Agreement or any SOW hereunder or any part thereof.
7. Severability. If any provision or combination of provisions of this Agreement or any SOW hereunder is or becomes unenforceable or invalid under governing law, such unenforceability or invalidity shall be limited to those specific provisions and shall not affect the enforceability or validity of any remaining provisions of the Agreement or any SOW hereunder. To the extent possible, the Parties shall replace any unenforceable or invalid provision with an effective provision whose economic effect is as similar as possible to the original provision, which new provision shall be deemed to have been agreed upon by the Parties from the time when the original provision was found invalid or unenforceable.
8. Force Majeure. In the event that any Party is prevented from performing an obligation under this Agreement or any SOW hereunder due to fire, flood, strike or other labor interruption, war, riot, insurrection, civil disturbance, an act of government, an Act of God, in each case which could not have been reasonably foreseen by such Party at the time of contracting (each, a “Force Majeure Event”), such Party shall be excused from and shall not be liable for such obligation to the extent of such prevention; provided, however that (a) such Party shall use its best efforts to minimize the consequences of the Force Majeure Event, remove the cause of non-performance, and cooperate with the other Party in finding alternative ways and means of fulfilling the affected obligation; and (b) such Party shall continue, make up, and complete full performance of the affected obligation without delay if and when such Force Majeure Event is removed; and (c) in no event shall a Force Majeure Event excuse a Party from an obligation under this Agreement to pay money that it owed.
9. Cumulative Remedies. Unless expressly stated otherwise herein, each right and remedy granted to any Party under this Agreement or any SOW hereunder shall be in addition to, and not exclusive of, any other rights or remedies that may be available to such Party under the Agreement or the applicable SOW or at law or in equity. Pending resolution of any dispute between the Parties arising hereunder, to the extent the applicable SOW is not terminated, Supplier shall continue performance of the applicable SOW as directed by Buyer.
10. Notice.
	1. Any notice required to be given to any Party pursuant to this Agreement or any SOW hereunder shall be: (i) in writing; (ii) sent by either (1) certified mail, return receipt requested, (2) email, with a confirmation copy dispatched promptly by certified mail, return receipt requested, or (3) by courier service; and (iii) sent to the Party at its respective address set forth in the PO.
	2. Any Party may change the address at which it is to receive notices under this Agreement by notifying the other party of such change in the manner detailed in subsection (a).
	3. Notice delivered in accordance with this Section 14.10 shall take effect upon the earlier of: (i) the date that the notified Party receives such notice, or (ii) the date that is five (5) calendar days after the notice is sent. Notice that is not delivered in accordance with this Section 14.10 shall not be effective.
11. Construction. The headings or titles of the articles and sections in this Agreement or any SOW hereunder are for convenience purposes only and shall have no effect on the construction or interpretation of any part of this Agreement or any SOW hereunder. Further, the principle that ambiguities in a contract should be interpreted against the drafter of the contract shall not apply to this Agreement or any SOW hereunder, but rather the Agreement and all SOWs hereunder shall be construed as if equally drafted by all Parties.
12. Governing Law and Jurisdiction. Any disputes arising under this Agreement between Buyer and Supplier shall be handled in accordance the governing law and jurisdiction provisions contained in that Buyer’s respective addendum hereto. If disputes arises hereunder that involves multiple Buyers and Supplier then the following governing law and jurisdiction provision shall control:

This Agreement and all SOWs hereunder shall be governed by and construed in accordance with the law of the State of Delaware, without regard to any conflict-of-law principles. Each Party hereby consents to the jurisdiction and venue of the state and federal courts located in the State of Delaware to hear any disputes between or among the Parties arising under or otherwise in connection with this Agreement or any SOW hereunder (including without limitation any dispute regarding the validity or the Agreement or any SOW hereunder), and agrees that it shall not contest the personal jurisdiction of such courts to hear such disputes. THE PARTIES HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL ARISING FROM ANY DISPUTES RELATED IN ANY WAY TO THE AGREEMENT.

1. Attorneys’ Fees. If any legal action is taken by a Party against another Party to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys’ fees and expenses from the other Party, in addition to any other relief that may be available to the prevailing Party.
2. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original of the Agreement with the same force and effect. A facsimile, scan, or photocopy of a fully-executed counterpart of this Agreement, or of a set of identical versions separately executed by the Parties, will be valid evidence of the existence and the terms of this Agreement.

**ADDITIONAL ENTITY-SPECIFIC TERMS**

1. Additional Terms. In addition to the terms set forth above, the Parties shall also comply with the provisions of each entity-specific Exhibit, to the extent such entity is a Buyer hereunder, which are incorporated and made part of this Agreement as if expressly set forth in the body of the Agreement.
2. Mercedes-Benz U.S. International, Inc. If Supplier is providing Services or Items to Mercedes-Benz U.S. International, Inc., the provisions of Exhibit MBUSI are also applicable. If there is a conflict between the terms of this Agreement and Exhibit MBUSI, then the terms of Exhibit MBUSI shall prevail solely to the extent of such conflict.
3. Mercedes-Benz Financial Services USA LLC. If Supplier is providing Services or Items to Mercedes-Benz Financial Services USA LLC, the provisions of Exhibit MBFS are also applicable. If there is a conflict between the terms of this Agreement and Exhibit MBFS, then the terms of Exhibit MBFS shall prevail solely to the extent of such conflict.
4. Mercedes-Benz USA, LLC. If Supplier is providing Services or Items to Mercedes-Benz USA, LLC, the provisions of Exhibit MBUSA are also a part of this Agreement. If there is a conflict between the terms of this Agreement and Exhibit MBUSA, then the terms of Exhibit MBUSA shall prevail solely to the extent of such conflict.
5. Mercedes-Benz Vans, LLC. If Supplier is providing Services or Items to Mercedes-Benz Vans, LLC, the provisions of Exhibit MBV are also applicable. If there is a conflict between the terms of this Agreement and Exhibit MBV, then Exhibit MBV shall prevail solely to the extent of such conflict.
6. Mercedes-Benz North America Corporation. If Supplier is providing Services or Items to Mercedes-Benz North America Corporation, Section 3 of Exhibit MBFS is also applicable. If there is a conflict between the terms of this Agreement and Section 3 of Exhibit MBFS, then Section 3 of Exhibit MBFS shall prevail solely to the extent of such conflict.
7. Mercedes-Benz ExTra, LLC. If Supplier is providing Services or Items to Mercedes-Benz ExTra, LLC, the provisions of Exhibit MBExTra are also applicable. If there is a conflict between the terms of this Agreement and Exhibit MBExTra, then Exhibit MBExTra shall prevail solely to the extent of such conflict.
8. Conflict between Exhibits. In the event of a conflict between the terms of a Buyer’s respective exhibit listed above, any other exhibit to the Agreement, the terms of that Buyer’s respective exhibit listed above shall control.

**EXHIBIT A**

**Statement of Work**

**Attached to Purchase Order**

**EXHIBIT B**

**Change Order Form**

This Change Order (the “Change Order”) is made by Buyer, effective \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, pursuant to that certain Agreement between the Buyer and Supplier dated \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “Agreement”), affecting the Statement of Work (“SOW”) identified below. All capitalized terms used herein shall have the meanings ascribed to them in this Change Order, or, if not so ascribed, as set forth in the Agreement or SOW.

1. Statement of Work Being Changed:

2. Original Scope of Work Being Changed (as described in SOW):

3. New Scope of Work:

4. Adjustment to Fees for Change:

 IN WITNESS WHEREOF, Buyer has executed this Change Order effective as of the date listed above.

**BUYER:**

By:

Name:

Title:

Date:

**SUPPLIER:**

By:

Name:

Title:

Date:

**EXHIBIT C**

**Data Protection Addendum**

This Data Protection Addendum (the “Addendum”) supplements the **General Terms and Conditions** (the “Agreement”) to which this Addendum is attached and/or incorporated by reference. All capitalized terms used in this Addendum shall have the meanings ascribed to them herein or, if not so ascribed herein, the meanings ascribed to them in the Agreement.

**1. Definitions.**

1.1 **Buyer Data** means all data provided to or hosted by Supplier or which Supplier otherwise has access to while performing the Services, and which may include, without limitation, individual records or compilations thereof that include any or all of the following: (a) any commercially sensitive information about Buyer, including, without limitation, information regarding mergers, acquisitions, consumer marketing preference data, lead generation source or other related sales data, or Buyer employee compensation information; (b) Buyer PII; and (c) information regarding Buyer’s information security program or infrastructure, including, without limitation, Buyer Systems.

1.2 **Buyer PII** means any Buyer Data that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Buyer PII includes, without limitation, data regulated as personal information or personal data by Privacy and Security Laws.

1.3 **Buyer Systems** means any computer, computer network, computer application, imaging device, storage device, mobile computing device, or software that is owned, licensed, or leased by Buyer or operated by a third party on behalf of Buyer, which: (a) connects to or otherwise interacts with Supplier systems; or (b) is enabled or intended to access or interact with Buyer Data created or Processed in connection with the Agreement.

1.4 **Privacy and Security Laws** means any and all international, local, country-specific, or U.S. State or Federal laws, regulations, directives, standards, guidelines, policies, or procedures, as amended, applicable to Supplier pertaining to the security, confidentiality, or privacy of Buyer Data.

1.5 **Process** means to perform any operation or set of operations on Buyer Data, including, without limitation, to: (a) collect, receive, input, upload, download, record, reproduce, store, host, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other improvements or derivative works; (b) analyze, output, consult, use, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available; or (c) block, erase, delete, or destroy.

1.6 **Security Measures** means technological, physical, organizational, and procedural safeguards, including, without limitation, policies, procedures, guidelines, practices standards, controls, hardware, software, firmware, and physical security measures, the function or purpose of which is, in whole or part, to protect the confidentiality, integrity, or availability of Buyer Data.

1.7 **Security Breach** means any actual or reasonably suspected: (a) inability to access Buyer Data due to an attack or exploit; (b) unauthorized or accidental access, acquisition, alteration, disclosure, use, theft, destruction, or loss to or of Buyer Data; or (c) introduction of unauthorized code or data into Buyer Systems.

1.8 **Secure Development Practices** refers to the utilization of state of the art methods or processes to ensure that software is free of vulnerabilities at any time during the software life cycle. Secure Development Practices include, without limitation, observance of the OWASP framework and SANS Top 25 guidelines.

1.9 **Security Framework** refers to the ISO 27001 family of standards for Information Security Management Systems, the NIST Framework for improving Critical Infrastructure Cybersecurity, the Cloud Security Alliance Security Guidance, or any other security framework approved in writing by Buyer.

1.10 **Security Incident** means the successful or attempted exploitation of an existing vulnerability detrimental to the confidentiality, integrity, or availability of Buyer Data, Buyer Systems, or Supplier systems involved in the Processing of Buyer Data.

1.11 **Services** means the service(s) that Supplier provides to Buyer under the terms of the Agreement or any applicable SOW thereunder.

**2. Data Processing.**

2.1 Supplier shall only Process Buyer Data to the extent necessary to provide the Services to Buyer or as otherwise expressly permitted in the Agreement, the applicable SOW, or other written instructions from Buyer, and for no other purpose.

2.2 Except as explicitly provided in the Agreement, Supplier shall provide Buyer with unfettered, uninterrupted, and constant access to Buyer Data, and shall delete, correct, or block any Processing of such data, or allow Buyer to do the same, upon Buyer’s written request.

2.3 Upon request, Supplier shall provide to the Buyer Information Security contact a list of each and every physical location at which either Supplier or Supplier’s subcontractor(s) will Process Buyer Data.

2.4 Supplier shall provide to Buyer a complete list of subcontractors who will Process Buyer Data in furtherance of Supplier’s provision of Services to Buyer at the outset of the Agreement and shall update the list as necessary, provided however, that Supplier shall not engage a subcontractor to Process Buyer Data except as explicitly set forth in the Agreement or an SOW.

2.5 Supplier shall comply with any reasonable request made by Buyer in order to respond to requests from authorities, data subjects, customers, or others to provide information (including details of the Services provided by Supplier) related to Supplier’s Processing of Buyer Data.

**3. Information Security; Compliance.**

3.1 Supplier is responsible for the security of any Buyer Data to the extent it Processes such data.  Supplier shall, at its sole cost and expense, implement Security Measures that are no less rigorous than, and shall only Process Buyer Data in such a manner so as to comply with: (a) a Security Framework; (b) Privacy and Security Laws; (c) MBN 9666 Standards (to the extent applicable to the Services), and (d) any other requirements of this Addendum or the Agreement.

3.2 At a minimum, Supplier’s Security Measures shall include: (a) access controls (including multi-factor authentication, where appropriate); (b) physical security; (c) encryption of Buyer Data at rest and in transit; (d) segregation of Buyer Data from Supplier’s other customers’ data; (e) privacy and security awareness training; (f) record maintenance, including, without limitation, incident and compliance recordkeeping consistent with the Security Framework; (g) Secure Development Practices with regard to applications that Process Buyer Data; and (i) incident response, vulnerability mitigation, and vendor management programs.

3.3 Remote access to Buyer Data or Buyer Systems is only allowed upon prior written approval by Buyer and must occur through access points approved by Buyer. Supplier systems used for such remote access must be protected according to the requirements of this Addendum.

3.4 If, in the course of its engagement, Supplier has access to or will Process credit, debit, or other payment card information (“PCI”), Supplier shall at all times remain in compliance with the Payment Card Industry Data Security Standard (“PCI DSS”) requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS. As evidence of compliance with PCI DSS, Supplier will provide a current attestation of compliance at the commencement of Services and at regular intervals thereafter. Supplier will create and maintain reasonably detailed, complete, and accurate documentation describing the systems, processes, network segments, security controls, and data flows used to receive, transmit, store, and secure PCI that it obtains in connection with the Services. Such documentation shall conform to the most current version of the PCI DSS.

3.5 Supplier shall ensure only Supplier-owned, managed, or leased end-user devices are used by Supplier to Process Buyer Data and shall promptly notify Buyer of any lost or stolen device that was used to Process Buyer Data.

3.6 Supplier shall ensure that subcontractors shall only use subcontractor-owned, managed, or leased end-user devices to Process Buyer Data and shall promptly notify Buyer of any lost or stolen subcontractor device that was used to Process Buyer Data.

3.7 Supplier shall obtain Buyer’s prior written consent before implementing any change to the Processing of Buyer Data that constitutes a material reduction in Supplier’s Security Measures. Supplier shall use commercially reasonable efforts to provide Buyer at least ninety (90) days’ notice in advance of the proposed effective date of such change. To the extent Supplier implements any such change without Buyer’s written consent, Buyer shall have the right to terminate the Agreement or the applicable SOW effective immediately upon written notice to Supplier.

3.8 Supplier shall assign an appropriate qualified security professional working for Supplier that shall act as its Security Coordinator, who will be the security liaison between Buyer and Supplier.

3.9 During the term of the Agreement, Supplier shall implement and maintain additional Security Measures, as mutually agreed upon by Supplier and Buyer, in the event of: (a) any material changes to Services; (b) any Security Breach or Security Incident; or (c) any material decreases to Supplier’s Security; provided, that the failure of Buyer to make a request of Supplier shall not impact, eliminate, or decrease Supplier’s obligations under this Addendum.

3.9 Supplier shall cooperate with Buyer’s reasonable requests to assist Buyer with its own compliance objectives pursuant to Privacy and Security Laws, including, without limitation, completing any documentation, assessments, or questionnaires provided to Supplier regarding the same with complete and accurate information and complying with any data subjects’ requests to block, correct, or delete their data from Supplier’s systems.

3.10 Supplier shall, to the extent permitted by law, notify Buyer immediately upon receipt of any request from a regulator to access Buyer Data, including any request to access locations where such information is stored.

3.11 Supplier shall immediately notify Buyer if Supplier knows or reasonably believes that any written instruction given by Buyer would cause either party to violate applicable Privacy and Security laws.

3.12 In the event of any conflict among any of Supplier’s obligations as required herein or as required in the Agreement, Supplier shall comply with the obligation that provides the most protective security.

3.13 Each of Supplier's employees, consultants, contractors, partners or agents who have been or will be involved in the provision of Services under the Agreement shall at all times be subject to professional, ethical, or contractual obligations of confidentiality with respect to Buyer Data that are no less restrictive than those applicable to Supplier under the Agreement.

**4. Security Breach Procedures.**

4.1 Supplier shall notify Buyer as soon as practicable, and in any event within 24 hours, after Supplier becomes aware of any Security Incident or Security Breach.

4.2 Supplier shall, at its sole cost and expense, use best efforts to immediately remedy any Security Incident or Security Breach and prevent any further Security Incident or Security Breach.

4.3 Supplier shall, at its sole cost and expense: (a) promptly preserve all relevant records, logs, files, data reporting, and other materials relevant to any Security Incident or Security Breach, and shall provide the same to Buyer upon request; and (b) diligently investigate any Security Incident or Security Breach and shall fully cooperate with Buyer in its own investigation of and response to any such Security Incident or Security Breach.

4.4 If a Security Incident or Security Breach arises, in whole or in part, from an act or omission of Supplier, Supplier shall reimburse Buyer for all reasonable costs incurred by Buyer in responding to, and mitigating damages caused by, any such Security Incident or Security Breach, including, without limitation, all costs of notice and credit monitoring and identity theft protection services.

4.5 Unless otherwise required by law, Supplier agrees that it shall not inform any third party of any Security Incident or Security Breach without first obtaining Buyer’s prior written consent, other than to inform a complainant that the matter has been forwarded to Buyer’s legal counsel. Further, Supplier agrees not to include Buyer’s name, logo, or any other identifiable information about Buyer or its affiliates in any notice or public statement concerning any Security Incident or Security Breach without Buyer’s prior written approval.

**5. Confidentiality.**

Supplier shall hold any information or data communicated to or otherwise obtained by Supplier by virtue of Supplier’s delivery of Services in confidence, shall use such information or data only in order to provide the Services to Buyer, and shall adhere to industry best practices for securing such information or data.

**6. Subcontractors.**

6.1 Supplier shall only provide access to Buyer Data or to Supplier’s systems that would allow access to Buyer Data to subcontractors to the extent necessary for Supplier to perform the Services for Buyer. Once any such subcontractor no longer needs access to Buyer Data in order for Supplier to perform Services for Buyer, Supplier shall immediately terminate such subcontractor’s access to such Buyer Data, or, if applicable, shall immediately request that Buyer terminate such access.

6.2 Prior to providing any subcontractor with access to Buyer Data or to Supplier’s systems or network that would allow access to Buyer Data, Supplier shall: (a) conduct a reasonable investigation of such subcontractor’s Security measures to determine that such Security is reasonable and consistent with Supplier’s obligations under this Addendum; and (b) ensure that such subcontractor is obligated by law or contract to protect Buyer Data in a way that is consistent with Supplier’s obligations to protect Buyer Data under this Addendum. Notwithstanding anything to the contrary herein, in all events, Supplier is and shall remain fully responsible for any act, error, or omission of any subcontractor to whom Supplier grants access to Buyer Data or to Supplier’s systems or network that would allow access to Buyer Data with respect to compliance with this Addendum, as if such act, error, or omission was undertaken by Supplier.

**7. Monitoring & Audits.**

7.1 Supplier agrees to allow Buyer and its representatives to, and shall secure Buyer and its representatives’ rights to, monitor, log, and analyze access by Supplier and each of its subcontractors within Buyer Systems as a condition of allowing such access.

7.2 Upon Buyer’s written request, and no less than annually, Supplier must permit Buyer or its representative to audit any and each of Supplier’s privacy and security controls in relation to any Buyer Data being Processed by Supplier. Supplier shall fully cooperate with such audit by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software relevant to Supplier’s compliance with this Addendum. Supplier shall make available documentation from its subcontractors to support Buyer’s audit upon Buyer’s request.

7.3 Supplier shall, at its sole cost and expense, maintain sufficient and current external security assessments of controls relevant to the Processing of Buyer Data to demonstrate Supplier’s compliance with this Addendum (“Assessments”) and provide a copy of such Assessments to Buyer upon request. Sufficient Assessments include a SOC-2 Type 2 report, ISO 27001 certification, CSA Security Trust Assurance and Risk (STAR) Level 2 certification, or other external audit or report that may be agreed upon by Buyer. Supplier will notify Buyer immediately if Supplier fails an Assessment.

7.4 Following any audit by Buyer or Buyer’s review of Supplier’s most recent Assessment, Supplier shall, as soon as reasonably practicable and at its sole cost and expense, implement any measures requested in writing by Buyer which are reasonably necessary for Supplier to meet its obligations under this Addendum.

**8. Term and Termination.**

8.1 This Addendum shall remain in effect until the later of either: (a) the duration of the Agreement; or (b) for so long as Supplier or any of its subcontractors continues to Process Buyer Data, provided that Buyer may reasonably assume that Supplier’s and its subcontractors’ Processing activities are continuing until Buyer receives written confirmation from Supplier to the contrary.

8.2 This Addendum may be terminated by Buyer for any reason upon thirty (30) days’ written notice to Supplier.

8.3 Promptly upon expiration or termination of the Agreement or anytime earlier upon Buyer’s prior written request, Supplier shall, at its sole cost and expense, permanently delete or migrate to Buyer or any third-party vendor of Buyer (the choice to be made by Buyer in its sole discretion), and shall cause its subcontractors to do the same, any and all Buyer Data in Supplier’s or its subcontractors’ possession or control, including, without limitation, from backup and archival sources, in compliance with industry standards, Privacy and Security Laws, and otherwise as specified in this Addendum. To the extent Buyer Data is to be permanently deleted under this provision, Supplier will, upon Buyer’s request, provide written certification of the permanent deletion of such Buyer Data. To the extent Buyer Data is to be migrated to Buyer or another third-party vendor under this provision, such Buyer Data will be in a format specified by Buyer or, if not specified, in a platform-agnostic format, and Supplier shall, at its sole cost and expense, reasonably cooperate with Buyer and the recipient third-party vendor (if applicable) as necessary to carry out such migration.

8.4 A Security Breach arising, in whole or in part, from an act or omission of Supplier or breach of Supplier’s obligations under this Addendum shall constitute an event of default under the Agreement entitling Buyer to terminate the Agreement or the applicable SOW immediately and without opportunity to cure by providing written notice of such termination to Supplier. Without limitation to any other right or remedy set forth in this Addendum, the Agreement, or the applicable SOW, in the event that the Agreement or any SOW thereunder is terminated by Buyer pursuant to this Section 8.4, Buyer shall be entitled to recover from Supplier the reasonable costs incurred by Buyer in obtaining services from an alternate vendor to replace the terminated Services. Additionally, if Buyer so elects in its sole discretion, Supplier shall, upon written notice from Buyer, continue to provide the terminated Services in accordance with the Agreement and the applicable SOW until such time as Buyer can obtain such replacement services from an alternate vendor, provided that: (a) Supplier shall be entitled to standard compensation as set forth in the applicable SOW for its performance of the terminated Services during such period; and (b) in no event shall Supplier have any obligation under this provision to provide the terminated Services past the date that the term of the applicable SOW would have otherwise expired.

**9. Miscellaneous.**

9.1 **Insurance Coverage**. In addition to any insurance requirements specified in the Agreement or any Exhibit thereto, Supplier shall also maintain Privacy and Network Security (otherwise known as Cyber Liability) coverage which includes providing protection against liability for: (a) system attacks; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; (e) crisis management and customer notification expenses; (f) privacy regulatory defense and penalty reimbursement costs; and (g) liability arising from the loss or disclosure of data that would encompass Buyer Data; in each case, with coverage limits of not less than $5,000,000 per claim. Prior to commencing any performance under the Agreement, Supplier shall provide Buyer with a certificate of insurance evidencing the insurance coverage required in this Section 9.1.

9.2 **Equitable Relief**. Supplier recognizes that serious and irreparable injury could result to Buyer if Supplier breaches its obligations under this Addendum. Therefore, Supplier agrees that Buyer will be entitled to seek a restraining order, injunction, or other equitable relief if Supplier breaches its obligations under this Addendum, in addition to any other remedies and damages that would be available at law or in equity.

9.3 **Indemnification**. Without limitation to any other indemnification obligation under the Agreement, Supplier shall defend, indemnify, and hold harmless Buyer, its affiliates, and each of their respective employees, officers, directors, agents, and representatives from and against all liabilities, losses, damages, judgments, settlements, obligations, fines, costs, and expenses of any nature (including, without limitation, reasonable attorneys' fees and litigation costs) incurred in connection with any claim, action, cause of action, suit, demand, or proceeding threatened or asserted by any third party (including, without limitation, any government entity) arising out of, relating to, or resulting from (i) any Security Incident or Security Breach arising, in whole or in part, from an act or omission of Supplier or (ii) any failure by Supplier to comply with any of the requirements set forth in this Addendum.

9.4 **Liability**. Buyer’s damages resulting from (i) any Security Incident or Security Breach ARISING, IN WHOLE OR IN PART, FROM AN ACT OR OMISSION OF SUPPLIER Or (ii) ANY FAILURE BY Supplier to comply with ANY OF THE obligations set forth in this Addendum are not subject to any limitations or exclusions of liability set forth in the Agreement. Further, the following reasonable costs shall be considered direct damages if sustained by Buyer arising out of aNY SUCH SECURITY INCIDENT OR Security Breach OR ANY FAILURE BY Supplier to comply with ANY OF THE OBLIGATIONS set forth in this Addendum: (a) costs arising from procuring Services from an alternative source; (b) costs arising from REcreating or reloading lost or damaged Buyer Data; (c) costs arising from Buyer’s investigation OR remediation of such security incident or Security Breach or failure of Supplier to comply with the obligations set forth in this Addendum, including, without limitation, forensic investigation, preparation and delivery of notification, and provision of credit monitoring and identity theft protection services; and (d) legal fees associated with each of the foregoing.

**10. State-Specific Provisions.**

10.1 **California Consumer Privacy Provisions**.

(a) Scope. The provisions of this Section 10.1 are included in this Addendum for the purpose of ensuring compliance with California consumer privacy laws and regulations.  Except as modified in this Section 10.1, all other provisions of this Addendum shall remain in full force and effect.

(b) Definitions. For purposes of this Section 10.1 only, the following terms shall have the following meanings: (i) “Buyer Personal Information” means any personal information that Buyer discloses to Supplier for any business purpose pursuant to the Agreement; (ii) “personal information” has the meaning set forth in Cal. Civ. Code § 1798.140(o); (iii) “business purpose” has the meaning set forth in Cal. Civ. Code § 1798.140(d); (iv) “commercial purpose” has the meaning set forth in Cal. Civ. Code § 1798.140(f); (v) “sell” has the meaning set forth in Cal. Civ. Code § 1798.140(t); and (vi) “service” has the meaning set forth in Cal. Civ. Code § 1798.140(u).

(c) Restrictions on Buyer Personal Information.  Supplier is prohibited from: (i) selling or sharing any Buyer Personal Information; (ii) retaining, using, or disclosing any Buyer Personal Information for any purpose other than for the specific purpose of performing the Services, including retaining, using, or disclosing the Buyer Personal Information for any commercial purpose other than providing the Services; (iii) retaining, using, or disclosing any Buyer Personal Information outside of the direct business relationship between Buyer and Supplier; and (iv) combining Buyer Personal Information with personal information Supplier received from, or on behalf of, another person or persons, or collects from its own interaction with a consumer, provided that Supplier may combine personal information to perform the Services, and in line with consumer expectations, except for facilitating behavioral advertising. Buyer may monitor Supplier’s compliance with this Section 10.1 through measures, including, but not limited to, ongoing manual reviews and automated scans and regular assessments, audit, or other technical and operational testing at least once every 12 months.

(d) Certification.  Supplier certifies that it understands the restrictions in Section 10.1(c) and will comply with them.

**EXHIBIT MBUSI**

**Mercedes-Benz U.S. International, Inc. Addendum**

 This Mercedes-Benz U.S. International, Inc. Addendum (the “Addendum”) supplements that certain Agreement by and between Mercedes-Benz U.S. International, Inc. (“MBUSI”) and Supplier (the “Agreement”). All capitalized terms used herein shall have the meanings ascribed to them in this Addendum, or if not so ascribed, as set forth in the Agreement.

1. **Immigration**.

(a) Supplier (i) shall at all times during the term of this Agreement comply, in all respects with all immigration laws, statutes, rules, codes, orders and regulations, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, the Immigration and Nationality Act, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, and all other applicable state or local laws, as amended, and any successor statutes, laws, rules and regulations thereto (collectively, the “Immigration Laws”), (ii) has properly maintained, and shall at all times during the term of this Agreement properly maintain, all records required by the Department of Homeland Security (the “DHS”), including, without limitation, the completion and maintenance of the Form I-9 for each of Supplier’s employees located in the United States, and (iii) has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any inspection requests related to such I-9 Forms by DHS. During the term of this Agreement, Supplier shall, and shall cause its directors, officers, managers, agents and employees to, fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by the DHS of Supplier or any of its employees. All agreements and contracts between Supplier and its subcontractors shall provide, and shall require the subcontractors to cause all agreements and contracts with sub-subcontractors to provide, that the subcontractor or sub-subcontractor, as the case may be, is subject to all of the terms and conditions of this Agreement, except to the extent expressly stated otherwise in this Agreement.

(b) Supplier will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to provide any Services or Items, and Supplier agrees to attest to such representation by a sworn affidavit upon the request of MBUSI. Supplier shall require each subcontractor and sub-subcontractor to furnish to Supplier a similar affidavit upon the request of MBUSI. Furthermore, Supplier will not knowingly allow any subcontractor or sub-subcontractor to employ or continue to employ any unauthorized aliens to provide any Services or Items. Prior to beginning any work towards providing any Services or Items, Supplier agrees to enroll and maintain enrollment in the federal work authorization program by the DHS commonly known as E-Verify or any subsequent replacement program (the "E-Verify program"), to provide to MBUSI evidence of Supplier's enrollment in the E-Verify program, and to utilize the E-Verify program during the performance of the Agreement in accordance with the applicable state and federal rules and regulations. Supplier will retain and make available for inspection by any authorized governmental agency a properly completed I-9 Employment Eligibility Verification Form and an E-Verify confirmation for each and every employee who Supplier places or has working at the Buyer, and an E-Verify case result for any such employee whose date of hire is after the date of Supplier’s enrollment in E-Verify. Upon request, Supplier will provide to MBUSI any available copies of associated employment eligibility, identity, and work authorization documentation for each person that Supplier employs on the MBUSI jobsite. If Supplier receives actual knowledge of the unauthorized status of one of its employees on the MBUSI jobsite, or if Supplier learns of facts that would lead a reasonable person to infer the unauthorized status of any employee on the MBUSI jobsite, Supplier will immediately remove that employee from the MBUSI jobsite, inform MBUSI, and shall require each subcontractor and sub-subcontractor to act in a similar fashion with respect to such subcontractor's or sub-subcontractor's employees.

(c) Supplier represents and warrants that each employee and subcontractor and sub-subcontractor employee will have evidence of appropriate immigration authorization to provide any Services or Items at the MBUSI jobsite. On-site credentials will not be issued by MBUSI for any Supplier or subcontractor or sub-subcontractor employee unless the employee meets these requirements. Suppliers who fail to present evidence of appropriate immigration authorization to MBUSI shall not be allowed to perform work at MBUSI in accordance with applicable laws and regulations. The Supplier shall remain responsible for any and all damages incurred for failing to meet the appropriate immigration requirements and failure to remedy will be a breach of contract. It is the responsibility of the Supplier to seek legal counsel and bear all costs for obtaining such immigration authorization for its employees and subcontractors’ and sub-subcontractors’ employees prior to these employees’ assignment to the MBUSI jobsite.

(d) All indemnification obligations in section INDEMNIFICATION (Section 12.1 et seq.) of this Agreement shall be enforced to the fullest extent permitted by applicable law for the Owner Indemnified Parties’ benefit, regardless of the causes or alleged causes of the claims.

2. **Taxes**. Supplier shall not charge any sales, use, excise or other taxes with respect to the Services or Items pursuant to MBUSI’s Alabama direct payment permit, number 456, a copy of which shall be provided to Supplier at Supplier’s request.

3. **Packing, Marking and Shipping**. Shipments shall be routed in accordance with MBUSI’s instructions, and unless otherwise specified by MBUSI, shipments shall be delivered F.O.B. MBUSI’s dock, 1 Mercedes Drive, Vance, Alabama 35490. Supplier agrees to reimburse MBUSI for all expenses incurred by MBUSI as a result of improper packing, marking or routing. MBUSI’s purchase order number and part number and Supplier’s shipment identification number shall appear on each package and bill of lading. Items for two or more of MBUSI’s locations shall be shipped in separate packages for the different locations. Shipments in excess of those authorized may be returned to Supplier, and Supplier shall pay the transportation charges both ways for such shipments. MBUSI may at any time and from time to time change shipping schedules previously furnished to Supplier, or direct temporary suspension of scheduled shipments. MBUSI’s count will be accepted as final on all shipments. Unless otherwise expressly agreed to in writing by MBUSI, no charge shall be made by Supplier for containers, crating, packing, boxing, bundling, dunnage, drayage, or storage.

4. **Law and Jurisdiction**. Any questions arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to its conflict of laws provisions. At MBUSI’s option, Supplier agrees to litigate all claims and actions arising under or otherwise concerning this Agreement in either the Circuit Court of Tuscaloosa County, Alabama or the Federal District Court for the Northern District of Alabama, and hereby agrees not to contest personal jurisdiction of any such Alabama court. MBUSI, at its option, may also invoke non-binding mediation and Supplier agrees to submit to such mediation and to dismiss any legal proceedings relating to the subject matter thereof. MBUSI, at its option, may require that Supplier continue to supply the Item and Services pursuant to the terms of this Agreement during any such arbitration or mediation process. MBUSI’s SUPPLIER HEREBY WAIVES ANY RIGHT SUPPLIER MAY HAVE TO A JURY TRIAL ARISING FROM ANY DISPUTES RELATED IN ANY WAY TO THE AGREEMENT.

5. **Design-Build Work**. In the event that MBUSI asks Supplier to perform any Services or manufacture the Items on a design-build basis, Supplier shall perform all design, manufacture, construction and/or installation services, and provide all material, equipment, tools and labor necessary to complete the Items and Services described in and reasonably inferable from the Agreement to produce the intended result. Supplier shall, consistent with applicable state licensing law, provide or procure the necessary design services, including architectural, engineering and other design professional services, for the preparation of both drawings and specifications to enable the Supplier to complete the Items and Services in a manner that is consistent with the Agreement. Supplier shall continuously submit interim design documents to MBUSI for MBUSI's review per MBUSI's schedule. If MBUSI does not approve the submissions, MBUSI will return them to Supplier and Supplier shall revise the submissions and return them to MBUSI within five (5) days for approval. Once the detailed drawings and specifications have been approved by MBUSI, they shall become the Specifications. Supplier shall submit one set of the final drawings and final specifications to MBUSI immediately upon such approval. MBUSI's review and approval of the design submissions is for purposes of establishing an acceptable set of drawings and specifications which are in line with its requirements.

6. **Inspection and Testing**. Supplier shall inspect all Services and Items to ensure they are suitable for MBUSI's purposes. Supplier shall, without additional compensation, make or cause to be made all tests required by this Agreement. Supplier shall furnish MBUSI with documentation satisfactory to MBUSI as a result of inspections and tests. MBUSI shall have the right at all reasonable times to inspect and/or test the Services and Items at MBUSI's premises as well as Supplier's and its suppliers' shops for conformance with this Agreement. All Services and Items shall be subject to final inspection and test by MBUSI. Any Service or Item which is not fully satisfactory to MBUSI may be rejected by notice to Supplier. Neither inspection nor payment will relieve the Supplier of its responsibility to provide Services and Items which conform to the provisions of this Agreement.

7. **Minority-Owned Business Enterprises/Women-Owned Business Enterprises**. Consideration is to be given to Minority-Owned Business Enterprises ("MBEs") and Women-Owned Business Enterprises (“WBEs”) for the provision of the Services and Items necessary for Supplier to provide MBUSI with the Services and Items. Supplier is required to use its best efforts to have a minimum MBE participation equivalent of fifteen percent and a minimum WBE participation equivalent of five percent in its subcontractors and suppliers. MBEs and WBEs should be certified by a certifying agency that is approved by MBUSI. The National Minority Supplier Development Council and its regional affiliate councils are MBUSI-approved certifying agencies. Supplier shall be accountable for the usage of MBEs and WBEs through the monitoring and reporting of its MBE and WBE subcontractors and suppliers.

8. **Warranty on Items**. Supplier also warrants that no part of any Items or Services provided hereunder shall contain any traces of silicone (any of a large class of polymers of R2SiO where R is a hydrocarbon).

9. **Indemnification for Personal Injury Claims.** In addition to all other indemnification obligations assumed by Supplier under the Agreement, Supplier further agrees to indemnify and hold harmless MBUSI, its Affiliates, and each of their respective directors, officers, employees, agents, successors, and assigns (“MBUSI Indemnitees) from and against all Losses incurred by MBUSI Indemnitees as a result of addressing, answering, or defending any allegations, claims, actions, suits, or demands arising from any alleged injury, harm, or death to persons (“Personal Injury Claims”) threatened or asserted against MBUSI Indemnitees by Supplier’s contractors, employees, agents, successors, and assigns (“Supplier Personnel”) or any third-party, arising from Supplier Personnel’s performance under the Agreement, regardless of whether the Personal Injury Claims are alleged to have arisen or arose from the negligent acts or omissions of MBUSI Indemnitees. Supplier further acknowledges and agrees to defend MBUSI Indemnitees, at Supplier’s sole expense, from and against any such Personal Injury Claims. Supplier acknowledges and agrees that MBUSI Indemnitees shall have the right to direct their own defense and that MBUSI shall have the sole discretion to select legal counsel of its choice to defend MBUSI Indemnitees. Supplier acknowledges and agrees that Supplier shall be solely responsible for promptly paying all attorneys’ fees and expenses associated with such defense and shall do so by paying MBUSI’s legal counsel directly within 30 calendar days of presentation of any invoice for legal services. MBUSI reserves the right to participate in the defense of, or at its option to assume the defense of, any such Personal Injury Claims at Supplier's expense.

10. **Warranty on Items**. Supplier also warrants that no part of any Items or Services provided hereunder shall contain any traces of silicone (any of a large class of polymers of R2SiO where R is a hydrocarbon).

**EXHIBIT MBFS**

**Mercedes-Benz Financial Services USA LLC Addendum**

 This Mercedes-Benz Financial Services USA LLC Addendum (the “Addendum”) supplements that certain Agreement by and between Mercedes-Benz Financial Services USA LLC (“MBFS”) and Supplier (the “Agreement”). All capitalized terms used herein shall have the meanings ascribed to them in this Addendum, or if not so ascribed, as set forth in the Agreement.
1. **Nonpublic Personal Information**

1.1. **Confidentiality of Nonpublic Personal Information**. In the course of its performance under this Agreement and other agreements with Supplier, MBFS may disclose to Supplier information that meets the definition of “nonpublic personal information” (“Nonpublic Personal Information”) in the regulations promulgated under Title V of the Gramm-Leach-Bliley Act of 1999 as amended from time to time, 15 U.S.C. 6801 to 6809 (“GLB Act Privacy Regulations”). Supplier shall not use or disclose such Nonpublic Personal Information to any nonaffiliated third party other than to carry out the purpose or purposes for which MBFS disclosed such information to Supplier, including use under an exception in the GLB Act Privacy Regulations in the ordinary course of business to carry out the purpose or purposes for which the Nonpublic Personal Information was disclosed to Supplier. Supplier agrees that any affiliate of Supplier shall use and disclose Nonpublic Personal Information to any nonaffiliated third party only to the extent that Supplier may use and disclose such information. If MBFS discloses Nonpublic Personal Information to Supplier in connection with joint marketing, Supplier shall not use and disclose such Nonpublic Personal Information other than to carry out the purpose or purposes for which MBFS disclosed such Nonpublic Personal Information to Supplier, including use under an exception in the GLB Act Privacy Regulations in the ordinary course of business to carry out the purpose or purposes for which the Nonpublic Personal Information was disclosed to Supplier.

1.2 **Confidentiality of Other Personal Information**. In the course of its performance under this Agreement and other agreements with Supplier, MBFS may disclose to Supplier other personal information that would not be considered Nonpublic Personal Information, but still must be kept confidential under the laws of certain states (“Other Personal Information”). Supplier shall not use or disclose such Other Personal Information to any nonaffiliated third party other than to carry out the purpose or purposes for which MBFS disclosed such information to Supplier. Supplier agrees that any affiliate of Supplier shall use and disclose Other Personal Information to any nonaffiliated third party only to the extent that Supplier may use and disclose such information.

1.3. **Safeguarding of Nonpublic Personal Information**. Supplier shall maintain physical, technical and administrative safeguards in compliance with, and reasonably designed to meet the objectives of, applicable federal and state laws and regulations to protect the Nonpublic Personal Information and Other Personal Information received from MBFS, including, but not limited to, the maintenance of appropriate safeguards to restrict access to Nonpublic Personal Information and Other Personal Information received from MBFS to those employees, agents or service providers of Supplier who need such information to carry out the purpose or purposes for which such Nonpublic Personal Information or Other Personal Information was disclosed to Supplier.

1.4 **Survival.** The obligations created by Subsections 1.1, 1.2 and 1.3 of this Exhibit MBFS shall survive the termination of this Agreement.

2. **Compliance Clauses for Service Providers**

2.1 **Compliance with Laws**. Supplier will comply with all laws, executive orders and governmental rules and regulations applicable to the performance of this Agreement including, but not limited to, the Consumer Leasing Act, the Electronic Fund Transfer Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, the Truth in Lending Act, Sections 502-509 of the Gramm-Leach Bliley Act, and unfair, deceptive, and abusive acts and practices as set forth in the Dodd-Frank Act. Supplier will defend, indemnify and hold MBFS and its parent and each of their respective affiliates and directors, officers, employees, agents and each of their respective successors and assigns, harmless from and against all claims, liabilities, losses, damages, costs and expenses of any nature (including but not limited to reasonable attorneys' fees and costs of suit) resulting from or arising out of any failure of Supplier or Supplier’s employees, agents and subcontractors to comply with any applicable law, executive order, governmental rule or regulation.

2.2 **Monitoring**. Supplier agrees to allow MBFS to regularly and continuously monitor Supplier’s operations to ensure that the Supplier is complying with federal and state consumer protection laws. Such monitoring shall include, but not be limited to, review of relevant policies and procedures, training materials, and monitoring and testing results.

2.3 **Supplier Procedures**. Supplier agrees to provide MBFS with all revisions to its written policies and procedures and training materials related to federal and state consumer protection laws.

2.4 **Agency Notice**. Supplier agrees to promptly notify MBFS in the event a federal or state regulatory agency notifies the Supplier of any noncompliance or makes an allegation of noncompliance.

2.5 **Exclusion of Consequential Damages**. EXCEPT FOR ANY BREACHES OF THE TERMS OF THIS AGREEMENT RELATED TO REPRESENTATIONS/WARRANTIES, COMPLIANCE, INFORMATION USE/PROTECTION, OR LIABILITY ARISING UNDER INDEMNIFICATION PROVISIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT OR CONSEQUENTIAL DAMAGES FOR ANY CLAIM ARISING UNDER OR OTHERWISE CONCERNING THE AGREEMENT.

3. **Law and Jurisdiction**. If MBFS or Mercedes-Benz North America Corporation is the only Buyer listed on page one, then this Agreement is governed by and must be construed in accordance with the law of the State of Michigan without reference to its conflict of laws principles and Supplier hereby consents to the jurisdiction and venue of the state and federal courts located in the Eastern District of Michigan.

**EXHIBIT MBUSA**

**Mercedes-Benz USA, LLC Addendum**

 This Mercedes-Benz USA, LLC Addendum (the “Addendum”) supplements that certain Agreement by and between Mercedes-Benz USA, LLC (“MBUSA”) and Supplier (the “Agreement”). All capitalized terms used herein shall have the meanings ascribed to them in this Addendum, or if not so ascribed, as set forth in the Agreement.1. **Enforcement and Severability -** MBUSA’s failure at any time to enforce any of the provisions hereof or any right with respect thereto, or to exercise any option, shall in no way affect the validity hereof. In the event that any one or more of the provisions contained herein shall for any reason be held to be legally unenforceable, such unenforceability shall not affect the other provisions of the Agreement, which shall remain valid and in full effect.

2. **Communications-** Supplier hereby agrees that it will not take any of the following actions with respect to the execution of the Agreement or the provisions of the Services or Items without first obtaining express written consent from the MBUSA business department contact, including but not limited to the following: 1) issuing a press release; 2) providing written or verbal commentary to the media; 3) making an external speech or taking other publicity-related activities relating to or which mentions MBUSA or the Services or Items provided hereunder. In addition, Supplier hereby agrees that it will refer any inquiries from the media concerning the Services or Items provided under the Agreement to the MBUSA Corporate Communications Department for review and coordination prior to Supplier making a response to such inquiry.

3. **Trademarks-** Supplier acknowledges and agrees that the words "Mercedes‑Benz," "Mercedes," “Sprinter,” and “Smart” and the Three‑Pointed Star Within a Circle, the Sprinter logo and the Smart logo are the solely owned and validly registered trademarks and trade names of Mercedes-Benz Group AG – Mercedes-Benz Group Aktiengesellschaft, the ultimate parent company of Buyer. Supplier recognizes that it is not authorized to use any of Mercedes-Benz Group AG’s trademarks and trade names without the prior written approval of Buyer.

4. **Insurance-** This section replaces section INSURANCE (Section 11.1 et seq.) of the Agreement in regard to MBUSA:

1. INSURANCE/BONDS: Supplier agrees to provide and maintain, and shall require any agent or subcontractor it retains to provide and maintain, during the term of this Agreement and any extensions thereof, insurance coverage with companies acceptable to MBUSA as follows:
2. comprehensive 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.
3. 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 occurrence.
4. workers’ compensation insurance according to statutory limits, including employers’ liability Insurance for $1,000,000 each accident, each disease, each employee, including within the policy a waiver of subrogation in favor of MBUSA.
5. professional liability (errors and omissions) covering all Services and Items provided to MBUSA by Supplier for $1,000,000 each occurrence to remain in force for two (2) years after termination of this Agreement. MBUSA will determine whether Supplier’s Services and Items Professional Liability Insurance.
6. Umbrella Liability/Excess Liability providing coverage in excess of the Limits noted in (1), (2) & (3) above at minimum Limits of Liability of $4,000,000. The Umbrella/Excess Policy must follow form of the Primary Policies noted as A, B & C and be extended to “drop down” to become primary in the event the primary limits are reduced or the aggregate limits are exhausted.

b. MBUSA has the right to require higher liability limits if the Services or Items to be provided warrant higher liability limits in MBUSA’s opinion.

c. Supplier will add MBUSA as an additional insured on the commercial general liability and business automobile liability and umbrella/excess liability policies stated herein. Supplier agrees and understands that this insurance will be primary over any other insurance that MBUSA maintains as respects to this Agreement. Supplier will include waiver of subrogation clauses in favor of MBUSA in all policies noted above including workers’ compensation insurance.

d. Supplier will furnish MBUSA certificates of insurance, upon execution of this Agreement evidencing the required coverages stated herein. Such certificates of insurance will provide for thirty (30) days advance written notice of cancellation, material change in coverage or non-renewal of coverage.

e. Supplier shall in addition provide before commencing performance hereunder performance and labor and material payment bonds to the extent and in the dollar amounts as may be required in an SOW. MBUSA will determine if based upon “Supplier” services whether a Bond is required.

f. Supplier represents, warrants and guarantees that all persons hired by the Supplier have undergone adequate training to preclude incidents that could increase the potential of employment-related practices liability, incidents, occurrences and/or claims. Supplier agrees to bear the full risk of loss, including but not limited to, damage, destruction and/or disappearance, to all property furnished to Supplier by MBUSA while such property is in the Supplier’s care, custody and control. Supplier agrees to report any loss or damage to such property to the MBUSA Risk Management Department at (718) 987-3348 or (949) 460-6581 within twelve (12) hours of the loss or damage. Supplier agrees to cooperate and provide all information (written and/or oral) to MBUSA and to MBUSA’s insurance companies, as the case may be, which is necessary as it relates to any loss or property damage.

5. **Compliance** – In connection with the activities of the parties related to this Agreement, Supplier is obligated to desist 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 Supplier or other third parties. In the event of violation of the above, MBUSA has the right to immediately withdraw from or terminate all legal transactions existing with Supplier and the right to cancel all negotiations. The above notwithstanding, Supplier is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with MBUSA.

6**. Exclusion of Consequential Damages**. EXCEPT FOR ANY BREACHES OF THE TERMS OF THIS AGREEMENT RELATED TO REPRESENTATIONS/WARRANTIES, COMPLIANCE, INFORMATION USE/PROTECTION, OR LIABILITY ARISING UNDER INDEMNIFICATION PROVISIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT OR CONSEQUENTIAL DAMAGES FOR ANY CLAIM ARISING UNDER OR OTHERWISE CONCERNING THE AGREEMENT.

7. **Governing Law and Jurisdiction**. This Agreement shall be governed by the laws of the State of Georgia, without reference to its rules of conflicts of law. Any disputes arising in connection with this Agreement shall be subject to the jurisdiction and venue of the state and federal courts of Fulton County, Georgia, to which both parties irrevocably submit and waive any objections to venue or inconvenient forum.

**EXHIBIT MBV**

**Mercedes-Benz Vans, LLC Addendum**

 This Mercedes-Benz Vans, LLC Addendum (the “Addendum”) supplements that certain Agreement by and between Mercedes-Benz Vans, LLC (“MBV”) and Supplier (the “Agreement”). All capitalized terms used herein shall have the meanings ascribed to them in this Addendum, or if not so ascribed, as set forth in the Agreement.

1. **Invoices and Payment**. Separate invoices shall be issued for shipments applying against different purchase orders. Supplier's failure to cause its invoice to conform to the PO, delay in providing invoices and errors and omissions on invoices shall be considered just cause for withholding payment and return of invoice to Supplier without payment without losing any applicable cash discount privileges. MBV shall not pay any invoice unless it is accompanied by a valid MBV PO indicating that Supplier had the authority to provide the Services or Items for which Supplier requests payment in the invoice. As compensation for the performance by Supplier of its obligations under this Agreement, MBV agrees to pay Supplier the price expressly specified in writing (“Fee”) for the Services or Items upon MBV's acceptance of the Items and Services and/or upon such other terms as may be expressly specified in this Agreement. Payment terms are net 30 days after MBV has both accepted the Service or Items and received a proper invoice. Payment alone shall not be evidence of acceptance of the Service or Items. Supplier warrants that title to all Items and Services paid for by the MBV pursuant to each respective invoice shall pass free and clear of all liens, claims, security interests and/or encumbrances of any kind. Acceptance of payment by Supplier shall constitute a release by Supplier of any liability of MBV and/or its agents arising out of or relating to this Agreement. MBV shall not be obligated to pay Supplier in the event that Supplier is in material default of any of its obligations pursuant to this Agreement or Supplier has failed to promptly pay any of its subcontractors for any portion of the Services or Items for which MBV has paid Supplier. All payments are subject to MBV's withholding an amount reasonably necessary in MBV's opinion to fully protect and insure itself against any actual or potential liability or damage directly or indirectly related to this Agreement or the Supplier's breach or threatened breach of any other contract and MBV reserves the right to withhold payment until completion of the Services or Items and its acceptance by MBV or until Supplier furnishes proof satisfactory to MBV that all bills for labor covering the Services or Items have been fully paid by Supplier, and that the MBV’s premises or Items are not subject to liens of any kind or claims of liens. Supplier shall, at its cost, promptly settle all liens and claims for labor performed in connection with the Services and Items. If Supplier fails to do so, MBV shall have the right, upon notice to Supplier, to settle such liens and claims for the account of Supplier, and deduct the amounts thereof from amounts due to Supplier.

Supplier warrants that the prices for the Services and Items sold to MBV hereunder are no less favorable than Supplier currently extends to any other customer for the same or similar goods or services in similar quantities. If Supplier reduces its prices to others for such Services or Items during the term of this Agreement, Supplier will reduce the price to MBV for such Services or Items correspondingly. Supplier warrants that prices shown on each PO shall be complete, and that no additional charges of any type will be added without MBV's express written consent.

2. **Gratuities/Anti-Fraud.** MBV may, by written notice to Supplier, terminate the right of Supplier to proceed or continue under this Agreement if it is found that gratuities (in the form of money, entertainment, gifts, or otherwise), were offered or given by Supplier, or any agent or representative of Supplier to any officer or employee of MBV with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or the making of any determinations with respect to the performance of this Agreement.

Within the framework of its commercial dealings with MBV, the Supplier is obliged to desist 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. In the event of violation of the above, MBV has the right to immediately withdraw from or terminate all legal transactions existing with the Supplier and the right to cancel all negotiations. The above notwithstanding, the Supplier is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with MBV.

In the event this Agreement is terminated as provided in this section, MBV shall be entitled to pursue the same remedies against Supplier as it could pursue in the event of a breach of this Agreement by Supplier. The rights and remedies of MBV provided in this section or any other section shall not be exclusive and are in addition to any other rights and remedies provided by law or equity or under this Agreement.

3. **Taxes, Duties, etc.** Unless otherwise specified by MBV in writing in advance, all prices shall be Delivery Duty Paid (“DDP”) (Incoterms 2010), MBV’s dock, inclusive of applicable taxes (see below), excises, duties, quotation fees or any other governmental impositions on or related to the production, sale or transportation of the Items or provision of the Services of Software except as otherwise separately stated herein, and subject to increase only with prior written consent of MBV (i.e., only by amendment to the PO or SOW, as applicable). MBV and Supplier shall cooperate upon the reasonable request of the other in obtaining and furnishing certificates or other evidence of inapplicability of or exemption from any sales, use, excise or other taxes to which either of the parties may be entitled. Supplier shall not charge any sales, use, excise or other taxes with respect to the Services and Items pursuant to MBV's applicable tax exemption certificate or direct payment permit, a copy of which shall be provided to Supplier at Supplier's request. Supplier agrees to pay any and all personal property and/or ad valorem taxes assessed or otherwise levied against any property placed in the hands of Supplier by MBV for the purpose of fulfilling this Agreement. It is agreed that if MBV incurs any additional taxes or penalties from a taxing authority due to incorrect taxing information furnished by Supplier, Supplier will be responsible for all such additional taxes, penalties, and any legal expenses incurred by MBV.

4. **Packing, Marking and Shipping**. Shipments shall be routed in accordance with MBV's instructions, and unless otherwise specified by MBV in writing in advance, shipments shall be delivered Delivery Duty Paid (“DDP”) (Incoterms 2010), MBV's dock, 8501 Palmetto Commerce Parkway, Ladson, South Carolina 29456. Supplier agrees to reimburse MBV for all expenses incurred by MBV as a result of improper packing, marking or routing. MBV's purchase order number and part number and Supplier's shipment identification number shall appear on each package and bill of lading. Items for two or more of MBV's locations shall be shipped in separate packages for the different locations. Shipments in excess of those authorized may be returned to Supplier, and Supplier shall pay the transportation charges both ways for such shipments. MBV may at any time and from time to time change shipping schedules previously furnished to Supplier, or direct temporary suspension of scheduled shipments. MBV's count will be accepted as final on all shipments. Unless otherwise expressly agreed to in writing by MBV, no charge shall be made by Supplier for containers, crating, packing, boxing, bundling, dunnage, drayage, or storage.

5. **Design-Build Work**. In the event that MBV asks Supplier to perform any Services or manufacture the Items on a design-build basis, Supplier shall perform all design, manufacture, construction and/or installation services, and provide all material, equipment, tools and labor necessary to complete the Items and Services described in and reasonably inferable from the Agreement to produce the intended result. Supplier shall, consistent with applicable state licensing law, provide or procure the necessary design services, including architectural, engineering and other design professional services, for the preparation of both drawings and specifications to enable the Supplier to complete the Items and Services in a manner that is consistent with the Agreement. Supplier shall continuously submit interim design documents to MBV for MBV's review per MBV's schedule. If MBV does not approve the submissions, MBV will return them to Supplier and Supplier shall revise the submissions and return them to MBV within five (5) days for approval. Once the detailed drawings and specifications have been approved by MBV, they shall become final drawings and final specifications. Supplier shall submit one set of the final drawings and final specifications to MBV immediately upon such approval. MBV's review and approval of the design submissions is for purposes of establishing an acceptable set of drawings and specifications which are in line with its requirements.

In the event that MBV provides any drawings or design documents to Supplier in connection with the Services performed by Supplier, Supplier shall inspect such documents of the MBV or any subcontractor of MBV and promptly report to MBV any defects or potential defects therein, including any failure to comply with applicable law and/or architectural, engineering or design requirements.

6. **Inspection and Testing**. Supplier shall inspect all Services and Items to ensure they are suitable for MBV's purposes. Supplier shall, without additional compensation, make or cause to be made all tests required by this Agreement. Supplier shall furnish MBV with documentation satisfactory to MBV as a result of inspections and tests. MBV shall have the right at all reasonable times to inspect and/or test the Services and Items at MBV's premises as well as Supplier's and its suppliers' shops for conformance with this Agreement. All Services and Items shall be subject to final inspection and test by MBV. Any Service or Items which is not fully satisfactory to MBV may be rejected by notice to Supplier. Neither inspection nor payment will relieve the Supplier of its responsibility to provide Services, and which conform to the provisions of this agreement.

7. **Supplier’s Warranty on Items**. Supplier also warrants that no part of any Items or Services provided hereunder shall contain any traces of silicone (any of a large class of polymers of R2SiO where R is a hydrocarbon).

8. **Insurance.** Supplier shall maintain such commercial general liability, property damage, and employer's liability and worker's compensation insurance as will protect MBV from said risks and from any claims under any applicable worker's compensation, occupational disease, or similar act. In the event that the Services involve professional services, including without limitation, design services, Supplier shall maintain professional liability insurance. Supplier shall maintain the above referenced policies through an insurance carrier with an A.M. Best rating of “A” or better. Instead of the coverages and amounts listed in section INSURANCE (Section 11.1 et seq.) of the Agreement, MBV requires Supplier to provide, at its sole expense, at least the following insurance coverages:

Commercial General Liability-- $1,000,000 Per Occurrence, including Products Completed Operations, Personal & Advertising Injury.

Automobile Liability -- $1,000,000 Per Occurrence Combined Single Limit BI/PD.

Umbrella Excess Liability -- $5,000,000 Per Occurrence and Aggregate.

Worker's Compensation -- Statutory Limit with $1,000,000 Employer's Liability applying to each accident, each disease and each employee.

Supplier shall not perform any work on MBV's site unless appropriate insurance is obtained beforehand. Supplier shall provide MBV with a proper certificate of insurance from its insurance carrier prior to commencing work. MBV shall be included on the certificate as an additional insured with respect to all insurance required herein (excluding Workman's Compensation). Each insurance policy shall contain a clause that states that the policy shall not be cancelled by the insurance company without thirty (30) calendar days written notice to MBV of its intention to cancel.

9. **Liens**. To the fullest extent permitted by applicable law, Supplier waives and releases any and all rights of any type of lien and similar rights for payment for Items or Services, or materials furnished by Supplier which Supplier may have against MBV's premises or property belonging to MBV or its agents. Supplier shall at all times promptly pay for all services, materials and labor used or furnished by Supplier in the performance of this Agreement and supply of the Services and Items and shall at its expense keep all property belonging to MBV free and clear of any and all liens. If Supplier fails to release and discharge any claim of lien against MBV's premises or property arising out of the Services or Items provided pursuant to this Agreement within five (5) business days after receipt of notice from MBV to remove such claim of lien, MBV may, at its option, discharge the claim of lien. In this event, Supplier shall pay MBV any and all costs and expenses of MBV in so doing, including reasonable attorneys' fees.

Should the above total lien waiver not be permitted by applicable law, by accepting payment, Supplier agrees to waive and release any and all rights of any type of lien for the portion of work proportional to each and every payment made, including, but not limited to: mechanic’s lien, materialmen’s lien, laborer’s lien and similar rights for payment for services, labor, equipment, or materials furnished by Supplier in performance of the Services and granted by law to persons supplying materials, equipment, services and other things of value to improve or modify land or structures hereon which Supplier may have against MBV’s premises or property belonging to MBV or its agents. Supplier shall indemnify and save harmless MBV and its employees, agents and assigns from and against all laborers', mechanics' or materialmen's liens, or any other lien, claim (including, without limitation, attorneys’ fees), charge, or encumbrance, of whatever kind upon the Services, any property of MBV and/or any monies retained by MBV or due or to become due from MBV to Supplier, arising out of the Services performed by Supplier or by its Suppliers or its Subcontractors or their Suppliers or subcontractors and/or out of materials, services or equipment furnished by Supplier or by its Suppliers, Subcontractors or any of their respective employees, agents, or Suppliers or subcontractors under or in connection with this Contract or in connection with the Services and/or MBV’s property

10. **Advertising**. Supplier shall not, without first obtaining the prior written approval of MBV, in any manner advertise or publish the fact that Supplier has contracted to furnish the Services or Items to MBV.

11. **Returns.** MBV may return product accompanied by a completed Return Material Authorization (“RMA”) if the item is in resalable condition and in the original manufacturer’s package.

12. **Force Majeure**. In addition to the provisions of Section 14.8 of this Agreement, the Supplier and MBV hereby acknowledge and agree that delays caused by or associated with computer programs do not constitute a force majeure event. Supplier further acknowledges that defaults or delays caused by a shortage of labor or a lack of materials, fuel or supplies does not constitute a force majeure event.

13. **Waiver of Jury Trial.**

WAIVER OF JURY TRIAL: SUPPLIER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION, (A) ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR EXECUTED OR DELIVERED IN CONNECTION WITH THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. ALL PARTIES AGREE THAT ANY ONE OF THEM MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT BETWEEN THE PARTIES, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN THEM SHALL INSTEAD, IF SO DESIRED BY MBV, BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

14. **Work on MBV’s Premises**. In addition to the provisions of Section 4.7 of this Agreement, Supplier warrants that it has not relied on any premises data supplied by MBV and that it was given the opportunity to inspect the premises prior to commencing any work towards providing any Services or Items. Supplier waives all claims arising from conditions of the premises that could have been discovered upon reasonable inspection. Supplier assumes all risks of loss or damage to Supplier's tools, equipment, property, etc., from any cause. Supplier shall be able to prove upon request of MBV that items are owned by Supplier when taking them on or off MBV's premises. Any reference in the Agreement to the Expat/Contractor/Supplier Safety and Security Guidelines means the MBV SERVICE PROVIDER ENVIRONMENTAL, SAFETY, HEALTH, AND SECURITY MANUAL located at <https://docmaster.supplier.mercedes-benz.com/DMPublic/de/doc/US.NP.50.50.100.2019-02.EN.pdf> and incorporated herein by reference.

15. **Provision of Information.** Contractor understands that Owner is receiving or will receive certain incentives from Charleston County and the State of South Carolina in connection with the number of full-time or full-time equivalent jobs created directly or indirectly as a result of MBV’s operations. Contractor agrees that it will comply in a timely matter with a request from Owner for Contractor to provide certain payroll information necessary to satisfy the requirements of Charleston County or the State of South Carolina in connection with the County and/or State’s agreement(s) with Owner, including, but not limited to, a list of Contractor’s employees identifying the employees’ first name, last initial, position, and wage rate (including overtime) and whether the job is full time (2000 hours per year), part-time (showing the number of hours) or temporary. Additionally, Contractor agrees to ensure that Contractor’s contingent labor subcontractors will provide such information, if requested by Owner. If Contractor has multiple locations, the employment data should identify the location of each employee. Where permissible, such information may be provided directly to the applicable entity. In addition, Contractor acknowledges that the job creation incentives received by MBV may affect Contractor’s ability to obtain any such incentives .

16. **Hazardous Substances**. Supplier shall notify MBV in writing upon receipt of this Purchase Order if Items sold or Services rendered hereunder are subject to laws or regulations relating to hazardous or toxic substances; or when disposed of, to regulations governing hazardous waste, or to any other environmental or safety and health regulations. Supplier shall furnish all appropriate shipping certification and instructions for shipping, safety, handling, exposure, and disposal (including without limitation material safety data sheets) in a form sufficiently clear for use by MBV's non-technical personnel and sufficiently specific to identify all action which the user must take concerning the material.

In addition, if Supplier performs any part of its Services on site, as relating to Supplier's activities hereunder, Supplier shall have full authority and responsibility to identify all hazardous conditions on the premises. To the extent Supplier becomes aware of a hazardous condition caused by the employees, agents, facilities and/or equipment of MBV, Supplier shall immediately notify MBV of such and cease any work that could result in injury to any person(s) or damage to property or the environment until the hazardous condition is remedied by MBV. To the extent such hazardous condition is caused by the employees, agents, facilities and/or equipment of Supplier or of any Supplier personnel, Supplier shall immediately (i) clean up, remedy and otherwise respond to such hazardous condition, to the extent relating to such employees, agents, facilities and/or equipment, (ii) cease any work that could result in injury to any person(s) or damage to property or the environment until the hazardous condition is remedied by Supplier; and (iii) notify MBV of such hazardous condition and (iv) timely make all release notifications and reports required by law and provide MBV with written copies of all such release notifications and reports no later than two (2) days after making same, unless MBV notifies Supplier in writing that MBV will make such notifications and reports.

Supplier acknowledges that hazards may be involved in performing the Services and Supplier shall take all necessary precautions. To the extent the Services involve investigation into and/or remediation of environmental conditions at the Site, Supplier specifically acknowledges the potential for exposure of Supplier personnel to pollutants, hazardous substances and/or hazardous wastes and to hazardous conditions and that Supplier is familiar with the risks and with the necessary precautions to protect Supplier personnel and others who may be at the premises during performance of the Services. Supplier shall, at no additional cost or risk to MBV, arrange for all first-aid and emergency medical treatment needed for the Services.

17. **Compliance with Laws**. Supplier agrees to comply with and warrants that all Services and Items shall comply with all applicable federal, state and local laws, regulations and ordinances including, without limitation, the Immigration and Reform Act of 1986 (Pub. L. No. 99-603, 100 Stat. 3359) and the Immigration and Nationality Act (Pub. L. No, 82-414, 66 Stat. 163), as applicable. Supplier further agrees to indemnify MBV against all liability for Supplier's failure to so comply. The provisions of Executive Order 11246 relating to Equal Employment Opportunity, the Vietnam Era Veterans Readjustment Assistance Act of 1974, and the Rehabilitation Act of 1973 relating to handicapped persons, are made a part of this Agreement by reference.

The Supplier agrees and covenants that it shall require its applicable subcontractors to undertake an obligation to comply with all applicable federal, state and local laws, regulations and ordinances, including those specifically outlined herein, and shall cause each of them to so comply.

18. **Immigration**.

(a) Supplier (i) shall at all times during the term of this Agreement comply, in all respects with all immigration laws, statutes, rules, codes, orders and regulations, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, the Immigration and Nationality Act, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, the South Carolina Illegal Immigration and Reform Act (SC Code Ann. § 41-8-10 et seq.), and all other applicable state or local laws, as amended, and any successor statutes, laws, rules and regulations thereto (collectively, the “Immigration Laws”), (ii) has properly maintained, and shall at all times during the term of this Agreement properly maintain, all records required by the Department of Homeland Security (the “DHS”), including, without limitation, the completion and maintenance of the Form I-9 for each of Supplier’s employees located in the United States, and (iii) has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any inspection requests related to such I-9 Forms by DHS. During the term of this Agreement, Supplier shall, and shall cause its directors, officers, managers, agents and employees to, fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by the DHS of Supplier or any of its employees. All agreements and contracts between Supplier and its subcontractors shall provide, and shall require the subcontractors to cause all agreements and contracts with sub-subcontractors to provide, that the subcontractor or sub-subcontractor, as the case may be, is subject to all of the terms and conditions of this Agreement, except to the extent expressly stated otherwise in this Agreement.

(b) Supplier will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to Provide any Services or Items, and Supplier agrees to attest to such representation by a sworn affidavit in the form attached as Attachment 19(b). Supplier shall require each subcontractor and sub-subcontractor to furnish to Supplier an affidavit similar to Attachment 19(b). Furthermore, Supplier will not knowingly allow any subcontractor or sub-subcontractor to employ or continue to employ any unauthorized aliens to provide any Services or Items. Prior to commencing any work towards providing any Services or Items, Supplier agrees to enroll and maintain enrollment in the federal work authorization program by the DHS commonly known as E-Verify or any subsequent replacement program (the "E-Verify program"), to provide to MBV evidence of Supplier's enrollment in the E-Verify program, and to utilize the E-Verify program during the performance of the Agreement in accordance with the applicable state and federal rules and regulations. Supplier will retain and make available for inspection by any authorized governmental agency a properly completed I-9 Employment Eligibility Verification Form and an E-Verify confirmation for each and every employee who Agency provides to the Company, and an E-Verify case result for any such employee whose date of hire is after the date of Agency’s enrollment in E-Verify. Upon request, Supplier will provide to MBV any available copies of associated employment eligibility, identity, and work authorization documentation for each person that Supplier employs on the MBV jobsite. If Supplier receives actual knowledge of the unauthorized status of one of its employees on the MBV jobsite, or if Supplier learns of facts that would lead a reasonable person to infer the unauthorized status of any employee on the MBV jobsite, Supplier will immediately remove that employee from the MBV jobsite, inform MBV, and shall require each subcontractor and sub-subcontractor to act in a similar fashion with respect to such subcontractor's or sub-subcontractor's employees.

 (c) Supplier represents and warrants that each employee and subcontractor and sub-subcontractor employee will have evidence of appropriate immigration authorization to provide the Services and Items at the MBV jobsite. On-site credentials will not be issued by MBV for any Supplier or subcontractor or sub-subcontractor employee unless the employee meets these requirements. Suppliers who fail to present evidence of appropriate immigration authorization to MBV shall not be allowed to perform work at MBV in accordance with applicable laws and regulations. The Supplier shall remain responsible for any and all damages incurred for failing to meet the appropriate immigration requirements and failure to remedy will be a breach of contract. It is the responsibility of the Supplier to seek legal counsel and bear all costs for obtaining such immigration authorization for its employees and subcontractors’ and sub-subcontractors' employees prior to these employees’ assignment to the MBV jobsite.

(d) All indemnification obligations in section INDEMNIFICATION (Section 12.1 et seq.) of this Agreement shall be enforced to the fullest extent permitted by applicable law for the Owner Indemnified Parties’ benefit, regardless of the causes or alleged causes of the claims.

19. **Subcontractors**. In addition to the provisions of section SUBCONTRACTING (Section 6.1 et seq.) of the Agreement, MBV reserves the right to reject any such subcontractor and MBV shall have the right, in its sole and absolute discretion and without cause, to deny access to any individual to the premises or MBV property or facility or to bar or expel any subcontractor from the jobsite without incurring liability. Supplier warrants strict compliance with this Agreement on the part of each of its subcontractors. Nothing contained in the Agreement shall create any contractual relation between MBV and any subcontractor. Supplier shall be as fully responsible to MBV for all acts and omissions of its subcontractors, their agents and employees, as it is for the acts and omissions of persons directly employed by Supplier.

20. **Law and Jurisdiction**. If MBV is the only Buyer listed on page one, then any questions arising out of or in connection with this Agreement and its Exhibits are governed by and must be construed in accordance with the law of the State of South Carolina without reference to its conflict of laws principles and Supplier hereby consents to the jurisdiction and venue of the state and federal courts located in South Carolina. Supplier specifically agrees to litigate all claims and actions arising out of or in connection with this Agreement and its Exhibits in either the Charleston County South Carolina Court of Common Pleas, or the Federal District Court for South Carolina in the Charleston Division, and hereby agrees not to contest personal jurisdiction of any such South Carolina court.

**EXHIBIT MBEXTRA**

**Mercedes-Benz ExTra, LLC Addendum**

 This Mercedes-Benz ExTra, LLC Addendeum (the “Addendum”) supplements that certain Agreement by and between Mercedes-Benz ExTra, LLC (“MBExTra”) and Supplier. All capitalized terms used herein shall have the meanings ascribed to them in this Addendum, or if not so ascribed, as set forth in the Agreement.

1. **Immigration**.

(a) Supplier (i) shall at all times during the term of this Agreement comply, in all respects with all immigration laws, statutes, rules, codes, orders and regulations, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, the Immigration and Nationality Act, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, and all other applicable state or local laws, as amended, and any successor statutes, laws, rules and regulations thereto (collectively, the “Immigration Laws”), (ii) has properly maintained, and shall at all times during the term of this Agreement properly maintain, all records required by the Department of Homeland Security (the “DHS”), including, without limitation, the completion and maintenance of the Form I-9 for each of Supplier’s employees located in the United States, and (iii) has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any inspection requests related to such I-9 Forms by DHS. During the term of this Agreement, Supplier shall, and shall cause its directors, officers, managers, agents and employees to, fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by the DHS of Supplier or any of its employees. All agreements and contracts between Supplier and its subcontractors shall provide, and shall require the subcontractors to cause all agreements and contracts with sub-subcontractors to provide, that the subcontractor or sub-subcontractor, as the case may be, is subject to all of the terms and conditions of this Agreement, except to the extent expressly stated otherwise in this Agreement.

(b) Supplier will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to Provide any Services or Items, and Supplier agrees to attest to such representation by a sworn affidavit in the form attached as Attachment 19(b). Supplier shall require each subcontractor and sub-subcontractor to furnish to Supplier an affidavit similar to Attachment 19(b). Furthermore, Supplier will not knowingly allow any subcontractor or sub-subcontractor to employ or continue to employ any unauthorized aliens to provide any Services or Items. Prior to commencing any work towards providing any Services or Items, Supplier agrees to enroll and maintain enrollment in the federal work authorization program by the DHS commonly known as E-Verify or any subsequent replacement program (the "E-Verify program"), to provide to MBExTra evidence of Supplier's enrollment in the E-Verify program, and to utilize the E-Verify program during the performance of the Agreement in accordance with the applicable state and federal rules and regulations. Supplier will retain and make available for inspection by any authorized governmental agency a properly completed I-9 Employment Eligibility Verification Form and an E-Verify confirmation for each and every employee who Agency provides to the Company, and an E-Verify case result for any such employee whose date of hire is after the date of Agency’s enrollment in E-Verify. Upon request, Supplier will provide to MBExTra any available copies of associated employment eligibility, identity, and work authorization documentation for each person that Supplier employs on the MBExTra jobsite. If Supplier receives actual knowledge of the unauthorized status of one of its employees on the MBExTra jobsite, or if Supplier learns of facts that would lead a reasonable person to infer the unauthorized status of any employee on the MBExTra jobsite, Supplier will immediately remove that employee from the MBExTra jobsite, inform MBExTra, and shall require each subcontractor and sub-subcontractor to act in a similar fashion with respect to such subcontractor's or sub-subcontractor's employees.

 (c) Supplier represents and warrants that each employee and subcontractor and sub-subcontractor employee will have evidence of appropriate immigration authorization to provide the Services and Items at the MBExTra jobsite. On-site credentials will not be issued by MBExTra for any Supplier or subcontractor or sub-subcontractor employee unless the employee meets these requirements. Suppliers who fail to present evidence of appropriate immigration authorization to MBExTra shall not be allowed to perform work at MBExTra in accordance with applicable laws and regulations. The Supplier shall remain responsible for any and all damages incurred for failing to meet the appropriate immigration requirements and failure to remedy will be a breach of contract. It is the responsibility of the Supplier to seek legal counsel and bear all costs for obtaining such immigration authorization for its employees and subcontractors’ and sub-subcontractors' employees prior to these employees’ assignment to the MBExTra jobsite.

(d) All indemnification obligations in section INDEMNIFICATION (Section 12.1 et seq.) of this Agreement shall be enforced to the fullest extent permitted by applicable law for the Owner Indemnified Parties’ benefit, regardless of the causes or alleged causes of the claims.

2. **Packing, Marking and Shipping**. Shipments shall be routed in accordance with MBExTra’s instructions, and unless otherwise specified by MBExTra, shipments shall be delivered F.O.B. Buyer’s dock, 1 Mercedes Drive, Vance, Alabama 35490. Supplier agrees to reimburse MBExTra for all expenses incurred by MBExTra as a result of improper packing, marking or routing. MBExTra’s purchase order number and part number and Supplier’s shipment identification number shall appear on each package and bill of lading. Items for two or more of MBExTra’s locations shall be shipped in separate packages for the different locations. Shipments in excess of those authorized may be returned to Supplier, and Supplier shall pay the transportation charges both ways for such shipments. MBExTra may at any time and from time to time change shipping schedules previously furnished to Supplier, or direct temporary suspension of scheduled shipments. MBExTra’s count will be accepted as final on all shipments. Unless otherwise expressly agreed to in writing by MBExTra, no charge shall be made by Supplier for containers, crating, packing, boxing, bundling, dunnage, drayage, or storage.

3. **Design-Build Work**. In the event that MBExTra asks Supplier to perform any Services or manufacture the Items on a design-build basis, Supplier shall perform all design, manufacture, construction and/or installation services, and provide all material, equipment, tools and labor necessary to complete the Items and Services described in and reasonably inferable from the Agreement to produce the intended result. Supplier shall, consistent with applicable state licensing law, provide or procure the necessary design services, including architectural, engineering and other design professional services, for the preparation of both drawings and specifications to enable the Supplier to complete the Items and Services in a manner that is consistent with the Agreement. Supplier shall continuously submit interim design documents to MBExTra for MBExTra's review per MBExTra's schedule. If MBExTra does not approve the submissions, MBExTra will return them to Supplier and Supplier shall revise the submissions and return them to MBExTra within five (5) days for approval. Once the detailed drawings and specifications have been approved by MBExTra, they shall become the Specifications. Supplier shall submit one set of the final drawings and final specifications to MBExTra immediately upon such approval. MBExTra's review and approval of the design submissions is for purposes of establishing an acceptable set of drawings and specifications which are in line with its requirements.

4. **Law and Jurisdiction**. Any questions arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to its conflict of laws provisions. At MBExTra’s option, Supplier agrees to litigate all claims and actions arising under or otherwise concerning this Agreement in either the Circuit Court of Tuscaloosa County, Alabama or the Federal District Court for the Northern District of Alabama, and hereby agrees not to contest personal jurisdiction of any such Alabama court. MBExTra, at its option, may also invoke non-binding mediation and Supplier agrees to submit to such mediation and to dismiss any legal proceedings relating to the subject matter thereof. MBExTra, at its option, may require that Supplier continue to supply the Item and Services pursuant to the terms of this Agreement during any such arbitration or mediation process. MBExTra’s SUPPLIER HEREBY WAIVES ANY RIGHT SUPPLIER MAY HAVE TO A JURY TRIAL ARISING FROM ANY DISPUTES RELATED IN ANY WAY TO THE AGREEMENT.

5. **Inspection and Testing**. Supplier shall inspect all Services and Items to ensure they are suitable for MBExTra's purposes. Supplier shall, without additional compensation, make or cause to be made all tests required by this Agreement. Supplier shall furnish MBExTra with documentation satisfactory to MBExTra as a result of inspections and tests. MBExTra shall have the right at all reasonable times to inspect and/or test the Services and Items at MBExTra 's premises as well as Supplier's and its suppliers' shops for conformance with this Agreement. All Services and Items shall be subject to final inspection and test by MBExTra. Any Service or Items which is not fully satisfactory to MBExTra may be rejected by notice to Supplier. Neither inspection nor payment will relieve the Supplier of its responsibility to provide Services and Items which conform to the provisions of this Agreement.

6. **Minority-Owned Business Enterprises/Women-Owned Business Enterprises**. Consideration is to be given to Minority-Owned Business Enterprises ("MBEs") and Women-Owned Business Enterprises (“WBEs”) for the provision of the Services and Items necessary for Supplier to provide MBExTra with the Services and Items. Supplier is required to use its best efforts to have a minimum MBE participation equivalent of fifteen percent and a minimum WBE participation equivalent of five percent in its subcontractors and suppliers. MBEs and WBEs should be certified by a certifying agency that is approved by MBExTra. The National Minority Supplier Development Council and its regional affiliate councils are MBExTra -approved certifying agencies. Supplier shall be accountable for the usage of MBEs and WBEs through the monitoring and reporting of its MBE and WBE subcontractors and suppliers.