



1. GENERAL

- 1.1. This General Procurement Terms and Conditions document, including all attachments (collectively, the "Purchase Order") constitutes an offer by Arctera Global III B.V. or any of its Affiliates as identified on the Purchase Order ("Arctera") to the supplier identified in the Purchase Order ("Supplier") with regards to the purchase of: (i) materials, including but not limited to products, hardware, software, furniture, equipment and merchandise ("Goods") and, (ii) services, including but not limited to professional and consulting services ("Services") on the terms contained herein. Supplier may accept this offer either by Supplier's promise to ship the Goods and/or Services or otherwise perform in accordance with this Purchase Order or by Supplier's shipment of some or all of the Goods and/or Services or other appropriate commencement of performance.

ACCEPTANCE OF THIS OFFER IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PURCHASE ORDER. NO ADDITIONAL OR DIFFERENT TERMS OFFERED OR ASSERTED BY SUPPLIER SHALL BE OR BECOME PART OF THE PURCHASE ORDER WITHOUT ARCTERA'S PRIOR WRITTEN CONSENT. ANY REFERENCE TO SUPPLIER'S QUOTATION, BID, PROPOSAL OR OTHER SUPPLIER DOCUMENT, WHETHER RECEIVED PRIOR TO OR AFTER THE DATE OF THIS PURCHASE ORDER, SHALL BE FOR INFORMATION PURPOSES ONLY AND SHALL NOT BE CONSTRUED AS ACCEPTANCE BY ARCTERA OF SUPPLIER'S TERM AND CONDITIONS.

- 1.2. This Purchase Order shall not be assigned by Supplier without the prior written consent of Arctera.

2. PRICES AND TAXES

- 2.1. Unless otherwise specified, the prices for the Goods and/or Services shown on this Purchase Order are the total amounts owed by Arctera for the Goods and/or Services. The prices include, without limitation, all shipping, packing, handling and in-transit insurance charges. The acceptance of this Purchase Order constitutes a warranty that the prices to be charged for the Goods and/or Services are not in excess of prices charged to other customers for similar quantities and delivery requirements. Arctera will receive the benefit of any price decreases for the Goods and/or Services up to the date of shipment of Goods and/or performance of the Services.
- 2.2. The prices shown on this Purchase Order do not include any applicable sales, use, excise, value added or other similar transaction taxes against or due in connection with this Purchase Order and the receipt of goods and/or performance of services hereunder. Unless Arctera provides Supplier with a valid exemption certificate or expressly stated in an invoice, all applicable transaction taxes plus any required VAT details such as the Supplier's VAT number, shall be stated separately on Supplier's invoice. VAT is payable at the appropriate rate applicable when the supply is made, or liability arises. Supplier shall be responsible for payment of all taxes based upon its net income, gross receipts, or property ownership. In the event any withholding taxes are due in connection with this Purchase Order, Arctera will deduct the amount of such taxes from amounts otherwise due hereunder (with such net payment constituting payment in full) and, upon Supplier's request, provide documentation evidencing the amount of such taxes sufficient for Supplier to request a credit for the same.

3. PACKING AND DELIVERY OF GOODS

- 3.1. Unless otherwise stated, when the prices included in this Purchase Order are based on weight of the ordered Goods, such price shall cover only the net weight of the material ordered, and there shall be no charges for packing, handling, storage, transportation or other packing requirements.
- 3.2. Unless otherwise stated, Supplier will pack all Goods in the following manner that is; (i) in keeping with good commercial practices (ii) acceptable to common carriers for shipment at the lowest rate for the particular Goods (iii) in accordance with I.C.C regulations and (iv) adequate to ensure safe arrival of the Goods at the specified destination.
- 3.3. Supplier will mark all containers with the applicable lifting, handling and shipping information that includes Purchase Order numbers, Supplier's part number, Arctera's part number and serial number, the number of cartons and any other unique markings required by the Arctera. All shipments must be identified as either partial or complete for all Goods ordered.



- 3.4. An itemized packing list must accompany each shipment and shall include the following information: Arctera's name (include an identified individual if applicable); complete "ship to" address (including building number); this Purchase Order number; quantity; description of shipment; dimensions of the shipping containers; net and gross weight.

4. FOB POINT

- 4.1. Unless otherwise noted on the face of this Purchase Order, the Goods ordered hereunder will be delivered on an F.O.B. point of manufacture basis for domestically produced Goods and for those Goods which are not domestically produced, F.O.B. Supplier's closest shipping point to Arctera "Ship To" location.
- 4.2. Title and risk of loss or damage to all Goods will pass to Arctera upon Arctera's actual receipt of the Goods at the specified place of delivery. Supplier will also bear the risk of loss as to any Goods rejected by Arctera, except that Arctera will be responsible for any damage to rejected or unaccepted Goods caused by the willful misconduct of its employees acting within the scope of their employment.

5. NON- STANDARD SHIPMENTS AND DELIVERY

- 5.1. Arctera will pay only for the defined quantities ordered hereunder. At Arctera's option over shipments of Goods will be returned to Supplier at Supplier's risk and freight collect. Supplier shall immediately refund Arctera the price of the Goods and the amount of outbound freight attributable to such over shipments.
- 5.2. For Goods delivered ahead of the scheduled delivery date, Arctera at its sole option may (1) return such Goods to Supplier freight collect, or (ii) accept such Goods with payment based on the scheduled delivery date and not the date of receipt by Arctera.
- 5.3. Supplier shall use reasonable efforts to deliver the Goods and/or Services in totality as ordered by Arctera on the scheduled delivery date. If Supplier is unable to deliver the total order, Supplier shall promptly notify Arctera, and Arctera may, at its sole option, consent to such partial delivery. If Arctera does not consent, Arctera may cancel all or a portion of the order without liability. Partial deliveries shall be separately invoiced by Supplier and paid for by Arctera without regard to subsequent deliveries.

6. INVOICING AND PAYMENT TERMS

- 6.1. An original invoice must be submitted for each shipment of Goods and/delivery of Services showing proper description and complete Purchase Order number. When applicable, the Purchase Order must also indicate point of shipment complete routing, and the amount of freight prepaid.
- 6.2. Unless otherwise specified, terms of payment will be net 60 days. All time periods for payment of invoices issued under this Purchase Order shall commence on the later of the date of actual receipt of the invoice by Arctera or the date of the actual receipt of the Goods and/or Services by Arctera. When an invoice is subject to discount based on the date of payment, payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Arctera's check.
- 6.3. Arctera is not obligated to pay any invoice from Supplier which is received by Arctera more than sixty (60) days after Arctera accepts the Goods and/or Services.
- 6.4. Unless otherwise specified, separate invoices are required for each Purchase Order.

7. WARRANTY

- 7.1. Supplier represents and warrants on behalf of itself and its employees, workers, contractors, subcontractors, agents and any other third party engaged by Supplier or acting on Supplier's behalf ("Personnel") that:
 - (i) for a period of ninety (90) days from the date of acceptance by Arctera or the longest period of time for which Supplier warrants Goods to any of its customers, whichever is the greater, it will ensure that the Goods:
 - a. meet all the specifications as set forth in any Purchase Order, statement of work or as otherwise agreed by the parties; and



- b. are free of defects in design, materials and workmanship; (II) are merchantable and of good quality; and (III) conform to any samples or descriptions provided by Supplier.

(ii) for Goods and/or Services (as relevant), without limitation on duration, that it:

- a. has all authority, permits, consents and legal documentation necessary to enter into and perform under this Purchase Order and will fully comply with all applicable laws, codes and regulations (including without limit those regarding the environment, labor and employment, data, privacy, export and import);
- b. has no knowledge of or reason to suspect any conflicts of interest concerning the Goods and/or Services and performance hereunder will not result in a breach of any agreement with a third party;
- c. will not use or provide Arctera with any Personal Data or third party confidential or proprietary information unless Supplier has obtained written authorization from such party for the possession and use of such information and materials;
- d. will provide the Goods and/or Services with all necessary care and skill, in a professional manner pursuant to the highest industry standard and will cooperate with Arctera as reasonably requested; and
- e. will ensure the Services meet all the specifications as set forth in any Purchase Order, statement of work or as otherwise agreed by the parties;
- f. that its Personnel shall not be contracted (whether directly or indirectly) through an Intermediary, agency or Umbrella Company (as defined in the Income Tax (Earnings and Pensions) Act 2003 as amended and updated from time to time) and shall have PAYE and national contributions applied to their earnings by Supplier;
- g. that it is not itself an Intermediary and confirms that it will notify Arctera within thirty (30) days if at any point its ownership structure changes such that it does not meet the definition at a later date. Upon receiving such notice from Supplier, Arctera may terminate this Purchase Order forthwith without penalty;

7.2. For Goods and/or Services not delivered and/or performed as warranted in herein or as otherwise applicable, Supplier will, at its sole cost and expense and at Arctera's option, either: (i) replace or repair any defective or nonconforming Goods and/or promptly re-perform the Services free of charge to Arctera's satisfaction; or (ii) refund the relevant fees paid for such deficient Goods and/or Services together with any additional expenditure incurred by Arctera in obtaining substitute goods, materials or services (as appropriate) from a third party. The foregoing remedies are in addition to all other remedies at law in equity or under this Purchase Order and shall not be deemed to be exclusive. All warranties shall run to Arctera and to its successors, assigns and customers.

7.3. Arctera's approval of Supplier's material or design will not relieve Supplier of any warranties.

EXCEPT AS PROVIDED EXPRESSLY IN THIS PURCHASE ORDER, SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

8. INSPECTION AND ACCEPTANCE

8.1. Regardless of prior inspection or payments, all Goods and/or Services will be subject to final inspection and acceptance at Arctera's facility within a reasonable time after delivery of the Goods or performance of the Services. If an item is defective in material and/or workmanship or does not confirm with the requirement of this Purchase Order, Arctera will have the right to reject it, to require its correction, to accept it with an adjustment in price, or return it to Supplier for a full refund of the relevant fees paid for such deficient Goods and/or Services.

8.2. Any items that have not been rejected or require correction must be replaced or corrected by and at the sole expense of the Supplier promptly after notice.



8.3. Should the Supplier fail to promptly replace or correct any defective item, Arctera may; (i) replace or correct such item and charge to Supplier the cost occasioned thereby, (ii) without further notice, cancel this Purchase Order for default in accordance with the Section titled Cancellation, or (iii) require a corresponding reduction in price.

9. CHANGE ORDERS

9.1. Arctera may make changes to an order pursuant to the following: (i) applicable drawings, designs or specifications; (ii) place of delivery; and/or (iii) method of shipment or packing.

9.2. If the change causes an increase in the time or cost required by Supplier for performance of this Purchase Order and Supplier notifies Arctera in writing, then at Arctera's option, an agreed upon adjustment will be made in the order price or delivery schedule or both, and the Purchase Order will be modified accordingly in writing. No claim by Supplier for such an adjustment will be valid unless asserted within fifteen (15) days from the date of Supplier's receipt of the change order.

10. INDEMNITY

10.1. Supplier will indemnify, hold harmless and, at Arctera's request, defend Arctera and Arctera's affiliates, directors, officers, employees, agents and independent contractors from and against all claims, liabilities, damages, losses and expenses, including but not limited to reasonable attorney's fees and costs of suit, arising out of or in connection with: (a) any breach of any warranty by Supplier under this Purchase Order, (b) any act or omission of Supplier or Supplier's employees or agents, including but not limited to the extent such act or omission causes or contributes to (i) any personal injury, sickness, disease or death; (ii) any injury to or destruction of tangible or intangible property (including computer programs and data or any loss of use resulting therefrom; or (iii) any violation of any statute, ordinance or regulation; (c) any claims that the Goods and/or Services (in whole or in part), whether or not through the exercise of Arctera's rights in connection with the Goods and/or Services, infringe or misappropriate the intellectual property rights, including without limitation any patent, trade mark, trade secret rights or other proprietary rights of any third party; (d) any breach of confidentiality, information security or data protection obligations hereunder; (e) any claims or determinations that a relationship other than that of independent contractor was established between Arctera and Supplier or any Supplier employees, workers, contractors, subcontractors, agents and any other third party engaged by Supplier or acting on Supplier's behalf.

10.2. Arctera shall have the right to approve any counsel retained to defend any demand, suit or cause of action in which Arctera is a defendant, with such approval not to be unreasonably withheld. Supplier agrees that Arctera shall have the right to participate in the defense of any such demand, suit or cause of action concerning matters that relate to Arctera. Supplier may not enter into any settlement without Arctera's express written consent (which shall not be unreasonably withheld), unless such settlement (i) releases Arctera in full for all claims, (ii) does not impose any obligation on Arctera, other than ceasing use of the infringing items (if any), and (iii) includes no admission of any kind by or on behalf of Arctera. If, in Arctera's reasonable judgment, a conflict exists in the interests of Arctera and Supplier, Arctera may retain its own counsel whose reasonable fees shall be paid by Supplier.

11. LIMITATION OF LIABILITY

11.1. Except for personal injury, death and physical damage to real property, indemnification obligations, personal data and information security, breach of the either party's confidential information, or liability resulting from the Supplier's negligence or willful misconduct, to the fullest extent permitted by applicable law, the total aggregate liability of the parties to the other, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, under this Purchase Order or with respect to the Services shall be limited to two (2) times the fees paid and/or payable by Arctera under this Purchase Order.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL), REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, BREACH



OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

12. INSURANCE

12.1. Supplier shall maintain in full force with reputable insurers such insurance as is required by local or national law and any coverages which are usual, customary, and appropriate for its business according to the services or products provided. This may include but is not limited to:

US Supplier:

- i. Commercial General Liability with limits not less than One Million Dollars (\$1,000,000);
- ii. Auto liability insurance covering all owned (if any), non-owned and hired vehicles, with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage;
- iii. Worker's compensation insurance as required by law in the state where the services will be performed, including employer's liability coverage for injury, disease and death, with coverage limits of not less than One Million Dollars (\$1,000,000) per accident and employee;
- iv. Professional Liability/ Errors & Omissions for damages arising from negligent acts, errors & omissions caused by the Supplier or any subcontractors conducting work on their behalf, with limits of not less than One Million Dollars (\$1,000,000);
- v. Cyber and Privacy Liability with limits of not less than One Million Dollars (\$1,000,000).

Arctera shall be included as additional insured under the General Liability. Supplier's coverage shall be considered primary without right of contribution of Purchaser's insurance policies.

In no event shall the foregoing coverage limits affect or limit in any manner Supplier's contractual liability for indemnification. Supplier shall be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required of Supplier's under this section. All of Supplier's activities under this Purchase Order shall be at Supplier's own risk, and Supplier's employees and agents shall not be entitled to any benefits under the policies of insurance maintained by Purchaser.

For Supplier outside US:

- i. General Liability or Public & Products Liability with limits not less than USD \$1,000,000 or currency equivalent;
- ii. Workers compensation (if applicable) in compulsory amounts where required by applicable state or country laws and employers' liability with limits not less than the statutory minimum for the country in which the products or services are being provided;
- iii. Professional Liability/ Errors & Omissions or Professional Indemnity for damages arising from negligent acts, errors & omissions caused by the Supplier or any subcontractors conducting work on their behalf, with limits of not less than USD \$1,000,000 or currency equivalent;
- iv. Cyber and Privacy Liability with limits of not less than USD \$1,000,000 or currency equivalent.

Supplier's coverage shall be considered primary without right of contribution of Purchaser's insurance policies.

In no event shall the foregoing coverage limits affect or limit in any manner Supplier's contractual liability for indemnification. Supplier shall be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required of Supplier's under this section. All of Supplier's activities under this Purchase Order shall be at Supplier's own risk, and Supplier's employees and agents shall not be entitled to any benefits under the policies of insurance maintained by Purchaser.

13. SERVICES PERFORMED

13.1. Supplier's employees and agents ("**Supplier Personnel**") will observe the working hours, working rules (including without limitation confidentiality requirements), policies, procedures and holiday schedule of Arctera while working on Arctera's premises or accessing any network, system or database or data repository owned or licensed by Arctera, including without limit those related to integrity, confidentiality, security, Personal Data and health and safety. Supplier's Personnel will not remove any materials or property from Arctera's premises without first obtaining Arctera's express consent to do so.

13.2. Upon Arctera's request, Supplier will immediately remove any individual assigned to perform the Services and



assign a replacement with equal or greater skill than the removed individual. In such event, Arctera will not be invoiced or obligated to pay for any time or expenses incurred to train and familiarize such replacement with the applicable Services engagement. Before Supplier Personnel may perform Services on Arctera premises or access any network(s), systems or database or data repository owned or licensed by Arctera, Supplier warrants that: (a) to the extent permitted by local law, it will perform (and will obtain appropriate consent to perform) a local, county and federal background investigation for each such individual including but not limited to identity and education verifications, eligibility to work confirmation and a detailed examination of criminal convictions involving a dishonest act (including but not limited to fraud, theft and embezzlement) and injury or threatened injury to another person, and (b) no information was discovered in such background investigation(s) that could negatively impact the performance by Supplier's Personnel or the integrity of the Services. Arctera reserves the right to refuse access to its premises and network(s) at any time and for any lawful reason.

For the avoidance of doubt, all Supplier Personnel shall at all times be and be deemed to be employees or contractors (as the case may be) of Supplier and not of Arctera or its Affiliates. Supplier acknowledges and agrees that it shall be solely responsible for the taking of all disciplinary or other action in respect of Supplier Personnel and for paying all Employment Costs (defined as "Employment Costs" shall mean all salaries, wages, other contractual benefits, commissions, bonuses, all statutory contributions, holiday pay (including payment for accrued but untaken holiday), national insurance contributions, pension contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE), Apprenticeship Levy and all other employment costs of employees (as defined below) fees and charges payable in respect of Supplier Personnel and that it shall perform and discharge all its statutory obligations (if any) to Supplier Personnel including, without limitation, all obligations in respect of Statutory Sick Pay and under the Working Time Regulations 1998 and the Agency Workers Regulations 2010 (the "Agency Regulations") and procure that each and any Umbrella Company it contracts with shall do the same. Supplier shall keep Arctera and its Affiliates indemnified in full against all claims and liabilities of any kind, including without limitation: (a) those arising directly or indirectly in connection with any claim or allegation by any Supplier Personnel that they are an employee of Arctera or its Affiliates or have an implied contract of service with Arctera or its Affiliates; (b) in respect of any breach of Regulation 5 or Regulation 14 of the Agency Regulations, or (c) any claim for paid annual leave under the Working Time Regulations 1998. Supplier shall instruct Supplier Personnel that under no circumstances are such Supplier Personnel to represent themselves as employees or workers of Arctera.

13.3. Supplier shall ensure that any obligations assumed by Supplier under this Section 13 shall be placed on each worker, contractor, subcontractor, agent and any other third party engaged by Supplier or acting on Supplier's behalf.

14. WORK PRODUCT AND CONFIDENTIAL INFORMATION

14.1. Supplier will not remove any of Arctera's property from Arctera's premises without the prior written consent of Arctera. The product of all work performed under this Purchase Order which involves the delivery of custom Goods and/or Services to Arctera ("Work Product"), including without limitation notes, reports, documentation, drawings, computer programs (source code, object code and listings), inventions, creations, works, devices, masks, mask works, models, work-in-progress and deliverables, will be the sole property of Arctera, and Supplier hereby assigns to Arctera all rights, title and interest, including but not limited to all patent rights, copyright, mask work rights, trade secret rights and other proprietary rights therein. During and after the term of this Purchase Order Supplier will assist Arctera and its nominees in every proper way, at Arctera's expense, to document, secure, maintain and defend for Arctera's own benefit in any and all countries all copyrights, patent rights, mask work rights, trade secret rights and other proprietary rights in and to the Work Product. Upon the completion of the Goods and/or Services or earlier cancellation of this Purchase Order, or upon Arctera's earlier request, Supplier will deliver to Arctera all Arctera property that Supplier may have in its possession or control.

14.2. The party receiving the information ("Recipient") will not, during or subsequent to the term of this Purchase Order, directly or indirectly (a) use any of the disclosing party ("Discloser") Confidential Information for the benefit of anyone other than Discloser or (b) disclose any of Discloser's Confidential Information to anyone other than an employee of Recipient who is obligated by written contract to protect the confidentiality thereof and requires such information to perform hereunder. Arctera's Confidential Information includes without limitation all



information relating to the Goods and/or Services provided by Arctera and all Work Product, Arctera's know-how and all information regarding Arctera not known to the general public, Confidential Information disclosed to Arctera by third parties, (whether acquired or developed by Supplier during Supplier's performance under this Purchase Order or disclosed by Arctera employees) and the terms of this Purchase Order. Confidential Information does not include information which (a) is known to Recipient at the time of disclosure to Recipient by Discloser, (b) has become publicly known through no wrongful act of Recipient, (c) has been rightfully received by Recipient from a third party who is authorized to make such disclosure, or (d) has been independently developed by Recipient other than pursuant to this Purchase Order. All Confidential Information shall remain the sole property of Arctera and Supplier shall not acquire any rights to use such Confidential Information except as required in order to perform its obligations under this Purchase Order.

15. PERSONAL DATA, AND INFORMATION SECURITY

15.1. Personal Data. Encompassed with and subject to Supplier's obligations under Section (Work Product and Confidential Information), the additional terms of the Arctera Data Processing Terms for Providers, a copy of which is to be found at www.arctera.io/privacy shall form an integral part of this Purchase Order and incorporated by reference to apply with respect to any Personal Data that is processed for or on behalf of Arctera in the performance of Services under this Purchase Order including without limit names, contact data and any other categories of data identified in each applicable SOW. For clarity, "processed" (and all forms thereof) means any operation or set of operations performed upon Personal Data including without limit collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, combining, blocking, erasure or destruction.

Supplier agrees that any breach of its obligations related to Personal Data will result in irreparable harm for which monetary damages are not sufficient and that Arctera will be entitled to equitable relief without prejudice and without the need to post bond, in addition to any other rights or remedies Arctera may have at law or in equity.

If Supplier uses or provides tracking technologies (including without limit pixels, tags or web beacons) in the performance of Services, Supplier shall (i) notify Arctera about the type of tracking technology used and the information collected, (ii) collect information and use information gained exclusively to perform the Services, and (iii) enable appropriate mechanisms to allow data subjects to opt-in and opt-out of such tracking technologies including but not limited to the provision of accurate and complete disclosures prior to the collection of information in accordance with applicable laws.

15.2. Information Security. If applicable, Supplier represents that it has and will maintain, at a minimum, the technical and organizational measures and controls specified in [Arctera's Provider Security Requirements](#). Supplier will update those with equivalent or more protective measures and controls as needed to remain compliant at all times with then-current industry standard practices.

16. SUPPLIER ONBOARDING AND RISK MANAGEMENT

16.1. Prior to performing any services and throughout the contract term, Supplier shall complete risk, compliance and information gathering assessments, as applicable, via the designated Arctera vendor risk management platform to maintain preferred supplier status.

16.2. Supplier will at all times comply with Arctera's Global Supplier Code of Conduct a copy of which is can be found at <https://www.arctera.io/become-a-supplier>

17. CANCELLATION

17.1. The Supplier acknowledges and agrees that time is of the essence for this order and failure of Supplier to deliver on the due date may cause Arctera's products to be unusable and/or unmarketable. Arctera may, with written notice, cancel this order in whole or in part if in Arctera's good faith opinion, Supplier has (i) failed to make delivery of the Goods and/or to perform the Services within the time specified herein, or any extension thereof by written change order or amendment, or (ii) failed to replace or correct defective Goods and/or reperform the Services in accordance with the provisions of the Sections herein titled Warranty and Inspection and Acceptance.



17.2. Arctera shall have the right to cancel this Purchase Order in whole or in part at any time for Arctera's convenience by notice to Supplier. Upon any such cancellation for convenience, the sole compensation Supplier shall receive from Arctera in connection with such cancellation shall be the price for any Goods and/or Services actually received by Arctera prior to the cancellation date. All such Goods and/or Services shall continue to be governed by this Purchase Order as if it had not been cancelled.

17.3. Arctera may cancel this Purchase Order or reject delivery of Goods or performance of Services at no expense to Arctera in the event of late delivery and/or other breach by Supplier of its obligations under this Purchase Order or when, in Arctera's judgement, strikes, accidents, or other contingencies occur beyond Supplier's control which would result in late delivery and/or other breach. Cancellation shall not affect the rights and remedies of Arctera against Supplier in connection with any such late delivery and/or other breach.

17.4. If this Purchase Order is cancelled due to Supplier's default, Arctera may procure, in the manner Arctera deems appropriate, Goods and/or Services similar or substantially similar to those cancelled. Supplier will then be liable to Arctera for any excess costs thus incurred in procuring such replacement Goods and/or Services.

17.5. If all or a part of this Purchase Order is cancelled or delayed due to Supplier's default, Arctera may require Supplier to transfer title to and deliver to Arctera, in the manner and to the extent required by Arctera, (i) all completed Goods and/or Services not yet delivered and (ii) any partially completed Goods and/or Services that Supplier has produced or acquired for the performance of the terminated part of this Purchase Order.

17.6. Supplier upon direction of Arctera, will protect and preserve any such Goods and/or Services. Payment for Goods and/or Services and delivered to and accepted by Arctera pursuant to this paragraph, will be in an amount (not to exceed the contract price) agreed to by the Arctera and Supplier, but Supplier's obligation to proceed with Arctera's direction regarding delivery, preservation and protection of the Goods and/or Services will not be contingent upon prior agreement regarding the amount.

18. RESCHEDULING

18.1. Arctera at any time may reschedule delivery of all or part of this Arctera Order up to ninety (90) days after the scheduled delivery date at no additional charge. The new delivery date designated by the Arctera will become the scheduled delivery date.

19. NOTICE OF DELAYS

19.1. When an event delays or threatens to delay the timely performance of this Purchase Order, Supplier will immediately notify Arctera of such event and furnish all relevant information. Receipt by Arctera of such notice will not constitute a waiver of the due dates hereunder.

20. PUBLICITY

20.1. The Supplier shall not disclose the existence of this Purchase Order (including without limitation, any relevant statement of work, ordering documents, or quotations relating to the Goods and/or Services purchased hereunder) or the business relationship with the parties, to any unauthorized third party without Arctera prior written consent. In addition, the Supplier agrees not to use Arctera name or trademarks, service marks, logos or trade dress in any advertising, publicity, press release, marketing collateral, brochure, user list or customer list, unless the Supplier has received prior written consent from Arctera for such use. Specifically, with respect to press releases, the Supplier shall not make any press release or other public announcement concerning the transactions contemplated by this Purchase Order or completed under this Purchase Order (including without limitation, any relevant statement of work, ordering documents, or quotations relating to the Goods and/or Services purchased hereunder) without Arctera prior written consent.

21. GOVERNMENT CONTRACT

21.1. If this Purchase Order is related directly or indirectly with the performance of a prime contract with the U.S. Government or a subcontract thereunder, the terms of the Federal Acquisition Regulations or other appropriate regulations thereunder will be inserted in contracts or subcontracts that apply to this Purchase Order.



22. COMPLIANCE WITH LAWS

22.1. Supplier will comply with all applicable laws, rules or regulations of any federal, national, state, local or other governmental agency in connection with performance of this Purchase Order, including in the manufacture or sale of the Goods and/or in the performance of Services included in this Purchase Order.

23. EXPORT COMPLIANCE

23.1. Supplier agrees to comply with all applicable U.S. and international export control laws and regulations (including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (“EAR”), the U.S. Office of Foreign Assets Control (“OFAC”) regulations), European Union, and other applicable jurisdiction’s export controls and sanctions regimes) and all applicable import and customs regulations in connection with performance of this Purchase Order, including in the manufacture or sale of the Goods and in the performance of Services included in this Purchase Order.

Supplier acknowledges its responsibility to be the importer and exporter of record in connection with this Purchase Order. As such, Supplier will comply with all applicable import and export laws, regulations and administrative requirements, including but not limited to the payment of all associated duties, taxes and fees, maintenance of all required certifications and registrations associated with the import or export of Supplier’s Goods and/or Services, and adherence to country of origin, valuation, and other customs-related requirements. Upon Arctera request, Supplier will provide information about its Goods and/or Services, including, as applicable, the Export Control Classification Numbers (ECCN) and tariff classifications. More information can be found at: <https://www.arctera.io/export-compliance>.

24. APPLICABLE LAW

24.1. This Purchase Order shall be governed by and construed in accordance with (a) the laws of the State of California, if the Arctera contracting entity is located in Americas; (b) the laws of England and Wales, if the Arctera contracting entity is located in Europe, Middle East or Africa (c) the substantive laws of England, if the Arctera contracting entity is located in India, (d) the substantive laws of New South Wales, Australia, if the Arctera contracting entity is located in Australia or New Zealand or (e) the substantive laws of People’s Republic of China, if the Arctera contracting entity is located in China, excluding Hong Kong, Macau and Taiwan, (f) the substantive laws of Japan if the Arctera contracting entity is located in Japan or (g) the substantive laws of the Republic of Singapore, if the Arctera contracting entity is located anywhere else in Asia Pacific. Such application of law excludes any provisions of the United Nations Convention on Contracts for the International Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. If any provision of this Purchase Order is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Purchase Order shall remain in full force and effect.

25. ENVIRONMENT

25.1. Supplier represents and warrants that:

- a) it has been granted and/or issued all permits required for the handling, disposal and handling of all materials or hazardous waste used by Supplier in the performance of this Purchase Order.
- b) it has also implemented programs to monitor and maintain all necessary licenses and permits to prevent the release of hazardous materials into the environment;
- c) its employees shall have been trained to properly and legally (pursuant to all applicable local, state and federal laws and regulations) handle hazardous materials and wastes;

25.2. Supplier shall immediately notify Arctera in writing upon discovery, of any regulatory action taken or initiated against Supplier, regardless of such action relates to or arises out of this Purchase Order, that may result in fines, penalties, prosecution, or which may impact Supplier’s ability to deliver the goods pursuant to this Purchase Order.

25.3. Regulatory compliance and management of Supplier’s employees, facilities and processes is solely the responsibility of the Supplier and Arctera has no responsibility for same, whether express, implied or otherwise.



25.4. Supplier acknowledges that Arctera expects its Suppliers to conduct its business pursuant to the standards outlined in the Arctera Corporate Responsibility section and the UN Global Compact posted on the Investor Relations page of Arctera's website in the Corporate Governance section and that it will make best efforts to comply.

26. RELATIONSHIP OF THE PARTIES

26.1. Supplier is an independent contractor without authority to bind Arctera by contract or otherwise, and neither Supplier nor Supplier's employees nor agents are agents or employees of Arctera.

27. SUBCONTRACTING

27.1. Supplier shall not subcontract to any third party (in whole or in part) the performance of the Services or the development or provision of the Goods (save for courier delivery services to Arctera) without Arctera's prior written consent. In addition: (i) Supplier will ensure each of its employees, contractors, subcontractors, agents and any other third party engaged by Supplier or acting on Supplier's behalf is bound by written agreement with Supplier to comply with the terms no less protective than the terms of these Purchase Order (including without limit those regarding confidential information, information security and personal data), and (ii) Supplier agrees that it shall be fully responsible and liable to Arctera for all acts, omissions and breaches by its employees, contractors, subcontractors, agents and any third party as if the same were undertaken directly by Supplier.

28. NO WAIVER

28.1. (i) No waiver of strict compliance with the terms of this Purchase Order by Arctera shall constitute a waiver of Arctera's right to insist upon strict compliance with the terms of this Purchase Order. (ii) Supplier waives any right it may have under the jurisdiction where the Supplier contracting entity is located unless this is the same jurisdiction applicable to the Purchase Order as defined under Section 24 (Applicable Law) above.