GENERAL TERMS AND CONDITIONS
FOR
WAREHOUSING SERVICES

Except as otherwise expressly set forth in the SOW (as defined below), the parties agree that the following General Terms and Conditions ("Terms and Conditions") shall govern the transaction contemplated under the SOW:

1. The Agreement.

1.1. Formation. Each statement of work or other type of written instruction(s), pricing proposal, addendum(s), if applicable, or order ("SOW") that thyssenkrupp Supply Chain Services NA, Inc. ("Service Provider") issues is Service Provider's offer to provide the warehousing, storage, receipt, handling, delivery, and additional services identified in the SOW ("Services"). Service Provider and the customer entity identified on the SOW ("Customer") are collectively, the "Parties" and each, a "Party". The SOW can be accepted only upon the terms and conditions expressed herein, which may not be modified, amended or waived except by express written consent executed by a duly authorized representative of Service Provider ("Authorized Representative"). The SOW will not be effective or binding upon the Parties until executed by each Party. Upon each Party's execution of the SOW, the SOW, these Terms and Conditions, and any other documents specifically incorporated in the SOW constitute a binding contract between Customer and Service Provider (the "Agreement"). The parties acknowledge and agree that the Agreement does not include any alternate or additional terms proposed by Customer unless Service Provider expressly agreed to such alternate or additional terms in writing.

1.2. Conflicting Provisions. In the event of a conflict between the Terms and Conditions and the SOW, the SOW shall prevail first, then these Terms and Conditions.

2. Services.

2.1. Provision of Services. Service Provider shall provide the Services for the goods described in the SOW (the "Goods" or "Products") on behalf of Customer, which Goods are tendered for storage by Customer from time to time under the Agreement. Service Provider shall provide the Services at the facilities identified in the SOW (collectively, the "Warehouse").

2.2. If the Services include sequencing, kitting, or related services ("Sequencing Services"), then Service Provider shall provide the Sequencing Services in a professional manner consistent with industry practice for a logistics provider. In the event any liability or claim arises from defective Sequencing Services, then Customer's sole and exclusive remedy shall be for Service Provider to reperform the Sequencing Services, or in Service Provider's discretion, provide a refund for the defective Sequencing Services. With respect to an SOW that includes Sequencing Services, Customer shall be obligated to comply with the annual volume review and pricing adjustments set forth in the "Annual Volume Review and Pricing Adjustments" section of the SOW. Additionally, in connection with the Annual Volume Review and Pricing Adjustments, Customer shall pay the termination fee set forth in such section in the event the SOW is terminated by Customer in accordance with such section. The termination fee will be set forth in the "Termination Fee" section of the SOW.

2.3. Tender of Goods for Storage.

2.3.1. Customer represents and warrants that it is the owner or has lawful possession of the Goods and all right and authority to store them with Service Provider and thereafter direct the release and/or delivery of the Goods. Customer shall: (A) tender any Goods for storage only during Service Provider's posted business hours for the Warehouse; (B) tender all Goods to the Warehouse properly marked and packed for storage and handling; (C) provide Service Provider with information concerning the Goods that is accurate, complete, and sufficient to allow Service Provider to comply with all laws and regulations concerning the storage, handling, processing, and transportation of the Goods; and (D) furnish at or prior to tender of the Goods for storage a manifest in a form approved by Service Provider listing any categories of Goods, brands or sizes to be separately kept and accounted for, and the types of storage and other services requested.

2.3.2. Service Provider may refuse to accept any goods for storage if the goods tendered for storage do not conform to the description of the Goods set forth in the SOW. Before tendering Goods that require specialized handling or which are dangerous or hazardous, Customer shall identify such goods and special handling requirements to Service Provider in writing and Service Provider may decline to store such goods. Customer is solely responsible for providing complete and accurate handling and storage instructions for any nonconforming Goods, including any applicable safety procedures. If Service Provider accepts any such nonconforming goods for storage, Customer agrees to rates and charges as may be assigned and invoiced by Service Provider in Service Provider's sole discretion as well as all terms and conditions of the Agreement.

2.3.3. For all Goods shipped to or from the Warehouse, Customer shall ensure that the bill of lading or other contract of carriage ("Transportation Contract") as well as all declarations to government regulatory agencies (A) identify Customer as the named consignee, in care of Service Provider, and (B) do not identify Service Provider as the consignee. Additionally, unless warehouse operator is providing transportation services for outbound Goods that are being dispatched from the Warehouse, Customer shall not name Service Provider as a shipper in any Transportation Contract. If any Goods are shipped to the Warehouse naming Service Provider as named consignee on the Transportation Contract, Customer shall promptly notify the carrier in writing that Service Provider is (i) the "in care of party" only and (ii) does not have any beneficial title or interest in the Goods. Service Provider may refuse to accept any Goods tendered for storage in violation of this provision, and shall not be liable for any loss or damage to, or misconsignment of, such Goods. Whether Service Provider accepts or refuses Goods shipped in violation of this Section, Customer agrees to indemnify, defend, and hold Service Provider harmless from all claims for transportation, storage, handling, and other charges relating to such Goods, including surcharges, undercharges, rail demurrage, truck/intermodal detention, and other charges of any nature whatsoever arising out of or occurring in connection with Customer's violation of this Section. Customer further agrees to indemnify, defend, and hold Service Provider harmless from any costs, liabilities, actions, penalties, or expenses of any kind associated with the improper declaration of Service Provider as consignee.

2.3.4. With respect to any Goods that are imported, Customer shall be the importer of record and shall be solely responsible for all duties, taxes and fees with respect to such imported Goods.

2.3.5. No Goods will be held in bond under the Agreement.

3. Access and Release of Goods.

3.1. Customer shall provide Service Provider written instructions (each, a "Release Order") if it desires to order any Goods released from the Warehouse. Release Orders are not effective until delivered to and accepted by Service Provider and all charges up to the time transfer is made are chargeable to Customer. Subject to receipt of such Release Order, Service Provider shall release the requested Goods to Customer or its designee upon return of the warehouse receipt or receipts issued for the applicable Goods, together with the applicable Release Order, signed by Customer.

3.2. Service Provider may without liability rely on any information contained in any Release Order or other communication from Customer. Unless otherwise agreed in writing, all motor transportation services will be performed by Customer's carrier of choice. Customer shall be responsible for all shipping, handling, and other charges assessed by carriers and/or third parties in connection with the delivery and/or other shipment of the Goods. A Release Order providing instructions to transfer Goods on the books of Service Provider to any other depositor of goods in the Warehouse will not be effective until such Release Order is delivered to and accepted by Service Provider. The depositor of record shall be responsible for all charges up to the time the actual transfer of the applicable Goods is made.

3.3. If a transfer involves re-handling the Goods, such additional service will be subject to further charges in accordance with the SOW.

4. Transfer or Removal of Goods. Service Provider may move, upon written notice to Customer, any Goods in storage from the Warehouse to any of its other Warehouses. Service Provider may, without notice, move any or all of the Goods from one location within the Warehouse in which the Goods are stored to another location within the same Warehouse. Service Provider may, upon written notice to Customer and written notice to any other person known by Service Provider to claim an interest in the Goods, require the removal of any Goods by the end of the next succeeding storage month. Such notice shall be given to the last known place of business of the person known by Service Provider to claim an interest in the Goods. If Goods are not removed before the end of the next succeeding storage month, Service Provider may dispose of the Goods in accordance with applicable law and shall incur no liability by reason of such disposition. If Service Provider in good faith believes that the Goods may deteriorate or decline in value to less than the amount of Service Provider's lien before the end of the succeeding storage month, Service Provider may specify in the notice any shorter time reasonably necessary for removal of the Goods and, in case the Goods are not removed, may dispose of the Goods in accordance with applicable law and shall incur no liability by reason of such disposition .

5. Warehouse Lien. Service Provider shall have a lien on the Goods and upon the proceeds from the sale thereof to secure Customer's payment of all fees, charges and expenses hereunder in connection with the storage, transportation, preservation, handling, and other charges and expenses in relation to the Goods. Service Provider further claims a general warehouse lien for all such charges, advances and expenses with respect to any other Goods stored by the Customer in any other facility owned or operated by Service Provider. Service Provider may enforce this lien at any time in accordance with applicable law. Unless expressly agreed otherwise in writing, Service Provider will not subordinate its lien to any lender, financial institution, or any other third party. In the event any lender of Customer requests that Service Provider execute any collateral access agreement or other agreement that permits such lender to access and remove Goods, or otherwise subordinates Service Provider's rights with respect to the Goods (any such agreement, a "Lender Agreement"), then such agreement will only be executed by Service Provider on terms that are reasonably acceptable to Service Provider, including the requirement that any lender be obligated to pay Service Provider any outstanding charges incurred by Customer prior to such lender removing the Goods. Additionally, if Service Provider executed a Lender Agreement, then Customer shall hold Service Provider harmless if Service Provider follows the directions of Customer's lender with respect to the Goods.

6. Storage and Handling Charges.

6.1. Customer shall pay the storage charges and service fees at the rates set forth in the SOW. All Goods are stored on a month-to-month basis unless otherwise set forth in the SOW. Except to the extent otherwise set forth in the SOW, all charges for storage are calculated on a monthly basis in accordance with the peak square footage utilized to store the Goods in such month (such square footage to also include the reasonable aisle and lane space needed to access and remove the Goods). If the SOW sets forth a monthly minimum fee, then Customer will be charged at least the monthly minimum fee regardless of whether or not Customer has received the full value of the Services associated with the monthly minimum fee. The Good are deemed to be received on the date that the Service Provider accepts care, custody, and control of the Goods, regardless of unloading date or the date warehouse receipt is issued.

6.2. Handling charges cover the ordinary labor involved in receiving Goods at the warehouse door, placing Goods in storage, and returning Goods to the warehouse door for pickup. The Service Provider shall not be liable for any demurrage or detention, any delays in unloading inbound cars, trailers or other containers, or any delays in obtaining and loading cars, trailers, or other containers for outbound shipment unless Service Provider has failed to exercise reasonable care.

6.3. All charges are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs, and taxes; provided, that Customer shall not be responsible for any taxes imposed on, or with respect to, Service Provider's income.

6.4. If Service Provider pays any lawful transportation charges on behalf of Customer. Customer shall promptly reimburse Service Provider for such charges, and in any case within five (5) business days after receiving an invoice for such charges from Service Provider.

7. Payment Terms; Creditworthiness.

7.1. Customer shall pay all storage and Services charges within thirty (30) days of the date appearing on Service Provider's invoice. Invoices will be provided via email. Unless otherwise agreed to in writing by Service Provider, Customer shall make all payments hereunder by wire transfer and in U.S. dollars. Customer shall pay interest on all late payments at the lesser of the rate of 2% per month or the highest rate permissible under applicable law, calculated and compounded daily from the date due until paid in full. Customer shall reimburse Service Provider for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under the Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the release of any Goods or cease performance of any services if Customer fails to pay any amounts when due hereunder (or under any other agreement between Service Provider and Customer) and such failure continues for five (5) days following written notice thereof. In addition, Service Provider reserves the right to require payment in full of all amounts owed by Customer under all agreements between Service Provider and Customer in advance of the release of the related Goods. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Service Provider, whether relating to Service Provider's breach, bankruptcy, or otherwise.

7.2. To the extent Customer requests or changes the scope or character of the Services provided by Service Provider, Service Provider, in its sole discretion, may change the fees of the affected Services, which change shall be effective and binding upon Customer within ten (10) days of the date of such change.

7.3. Service Provider may require Customer to provide certain form(s) of credit support as agreed to in the SOW. Such credit support can take the form of a letter of credit, payment bond, deposit, pre-payment, parental company guarantee, or any similar type of credit support ("Credit Support"). If Credit Support is agreed to in the SOW, then Customer shall be required to maintain such Credit Support at all times throughout the Term of the SOW unless agreed to otherwise in the SOW. Service Provider may utilize, or cause Customer to utilize, the Credit Support to offset any amounts due to Service Provider under the SOW. Should Credit Support be utilized, then Customer shall be required to replenish the Credit Support to the originally agreed amount. If Credit Support is not required under the SOW, Service Provider may nonetheless require Credit Support after the start of the SOW if Customer's financial position declines or if any Material Change (as defined below) occurs, as reasonably determined by Service Provider. If Customer fails to put in place any Credit Support as reasonably requested by Service Provider, then Service Provider may terminate the SOW for default.

7.4. Customer covenants that it has a satisfactory financial condition and can meet its financial obligation under the Agreement as they become due. Customer covenants to notify Service Provider in writing if (A) Customer's financial position and results materially adversely change; (B) Customer becomes unable or reasonably expects to be unable to pay its debts as they come due; (C) Customer is subject to any voluntary or involuntary bankruptcy or insolvency proceedings; (D) Customer makes an assignment for the benefit of creditors; (E) Customer proposes to dissolve, liquidate, or cease doing business; or (F) Customer has a change in ownership or sells all or substantially all of its assets (any of the foregoing, a "Material Change"). If Service Provider in its reasonable discretion determines that Customer's financial condition or creditworthiness is inadequate or unsatisfactory or may become inadequate or unsatisfactory, or if Customer is in breach of this Agreement and has not cured such breach within any applicable cure periods, then in addition to Service Provider's other rights and remedies, Service Provider may without liability or penalty (i) accelerate all amounts due hereunder, (ii) modify the payment terms, including requiring Customer to make advance payment of all storage charges prior to shipment of Goods or providing Credit Support, and (iii) require Customer to provide Credit Support.

8. Standard of Care and Claims.

8.1. Service Provider shall not be liable for any loss or damage to the Goods tendered, stored, or handled, however caused, unless such loss or damage resulted from the failure by Service Provider to exercise the level of care with regard to the Goods that a reasonably careful person would have exercised under the circumstances. Service Provider is not liable for damages which could not have been avoided by the exercise of such care.

8.2. Claims by Customer arising from or related to any damage or loss of Goods must be presented in writing to Service Provider within a reasonable time, and in no event longer than either fourteen (14) days after delivery of the Goods by Service Provider to the outbound carrier or fourteen (14) days after the Customer is notified by Service Provider that loss or injury to part or all of the Goods has occurred (which notice shall be provided as soon as possible after discovery by Service Provider), whichever time is shorter. If Customer does not present a claim within the above-stated timeframes, then Customer's claim for any damage or loss will be deemed waived by Customer.

8.3. IN NO EVENT SHALL SERVICE PROVIDER'S LIABILITY UNDER THIS SECTION 8 EXCEED THE ACTUAL COST OF THE GOODS (ORIGINAL MANUFACTURING COST). ADDITIONALLY, AND DESPITE ANYTHING TO THE CONTRARY IN THE AGREEMENT, SERVICE PROVIDER'S LIABILITY FOR ANY LOSS OR DAMAGE TO GOODS SHALL BE LIMITED TO $1,000 PER INCIDENT AND SHALL NOT EXCEED $5,000 IN THE AGGREGATE UNDER THIS AGREEMENT UNLESS OTHERWISE SET FORTH IN THE SOW. SUCH AMOUNTS SHALL BE SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY LOSS OR DAMAGE OF GOODS FOR WHICH SERVICE PROVIDER IS RESPONSIBLE FOR IN ACCORDANCE WITH SECTION 8.1.

9. Indemnity. Customer shall indemnify, defend, and hold harmless Service Provider and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including undercharges, rail demurrage, truck/intermodal detention, or related charges and reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under the Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party, arising out of or resulting from any claim of a third party in connection with the Services or from Customer's negligence, willful misconduct, or breach of the Agreement, including any breach of warranty set forth herein.

10. Limitation of Liability. IN NO EVENT SHALL SERVICE PROVIDER BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE WHATSOEVER AND HOWEVER ARISING, INCLUDING, WITHOUT LIMITATION, EXEMPLARY, OR PUNITIVE DAMAGES, DOWNTIME CHARGES, DAMAGES OR CHARGES INCURRED IN CONNECTION WITH LATE DELIVERIES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY PROVISION OF THE AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CUSTOMER OR COULD HAVE BEEN REASONABLY FORESEEN BY PERSON OR ENTITY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. DESPITE ANYTHING TO THE CONTRARY, IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, SERVICE PROVIDER'S LIABILITY UNDER SECTION 8 OF THE AGREEMENT, EXCEED THE LESSER OF: (X) THE AMOUNT OF FEES PAID TO SERVICE PROVIDER UNDER THE AGREEMENT, NOT TO EXCEED THE INITIAL TWELVE (12) MONTHS' OF FEES, AND (Y) $50,000.00.

In the case of loss or damage to Goods for which Service Provider is not liable, Customer shall be responsible for all charges incurred in removing and disposing of such Goods, including any environmental clean-up and remediation costs related to such Goods and their removal and disposal.

11. Insurance.

11.1. During the term of the Agreement, Customer shall, at its own expense, maintain and carry the following insurance in full force and effect with financially sound and reputable insurers: (A) general liability insurance and excess (if necessary) with limits of $2 million per occurrence and $5 million general aggregate, and including but not limited to the following coverages: blanket contractual, products, operations, completed operations, independent contractors; and (B) property insurance, covering the full replacement cost of Customer's Goods stored hereunder against all risks of physical loss or damage.

11.2. With respect to all insurance maintained by Customer, the insurers shall waive all rights of subrogation against the other Party, and such insurance shall be primary without right of contribution of any other insurance or self-insurance carried by or on behalf of the other Party.

11.3. In no event will Service Provider insure Customer's Goods. Service Provider shall only be responsible for loss or damage to Goods as set forth in Section 8 above.

12. Term and Termination.

12.1. The Agreement shall commence as of the date set forth in the SOW and, unless sooner terminated pursuant to this Section, shall continue for the period set forth in the SOW. If any renewal or early termination rights are agreed to by the Parties in the SOW, then Customer acknowledges and agrees that time if of the essence with respect to the timing of any notice requirements related to such renewals or early terminations.

12.2. In addition to any other rights or remedies that may be provided under the Agreement, Service Provider may terminate the Agreement with immediate effect upon written notice to Customer, if: (A) Customer fails to pay any amount when due under the Agreement and such failure continues for five (5) days after Customer's receipt of written notice of nonpayment; (B) Customer has not otherwise performed or complied with its obligations under any of the provisions contained in the Agreement, in whole or in part, and such failure continues for five (5) days after Customer's receipt of written notice thereof; (C) Customer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; (D) the Goods are a hazard to other property within the Warehouse or to the Warehouse itself or to any persons as a result of the quality or condition of the Goods; or (E) Customer is in default under any other agreement(s) with Service Provider. In the event Service Provider terminates this Agreement pursuant to this Section 12.2, then all amounts due under the Agreement, including amounts that would have become due notwithstanding the early termination (e.g., any minimum monthly fees), shall become immediately due and payable.

12.3. If the Agreement is terminated for any reason, Customer shall promptly arrange the removal of all Goods from the Warehouse, subject to Customer paying all fees and charges due hereunder through the date of termination as well as and fees and charges due under any other agreement between Customer and Service Provider if Customer is in default under any such agreement(s).

12.4. In the event the Parties agree to any termination fee, such fee and associated terms will be set forth in the "Termination Fee" section of the SOW, and Customer shall be responsible for paying such termination fee immediately upon the effective date of termination.

13. Shrinkage Allowance and Inventory Records. Service Provider may take physical inventories as requested by Customer and as agreed by Service Provider, at Customer's sole expense and no more than once in any contract year. If it is determined during a physical inventory that Goods have been lost, stolen, damaged or are missing on a net basis (after netting against Goods gains without regard to commodity groups) in excess of an allowance of ½ of 1% over the twelve (12) months immediately preceding the inventory reconciliation (or if less than twelve (12) month's data is available, on an annualized basis using the data available), Service Provider will compensate Customer for the net loss of Goods based on Customer's cost, subject to the standard of care set forth in Section 8.1 of this Agreement and the limitation of liability set forth in Section 10 of this Agreement. If the net inventory variance calculated during the physical inventory is an overage and Service Provider paid for a shortage due to the preceding physical inventory, Customer will pay a refund to Service Provider based on the overage but only to the extent that it does not exceed the shortage for which Service Provider has paid. Any presumption of conversion imposed by law shall not apply to any claims for loss, theft, damage, or mysterious disappearance of Goods; instead claims by Customer of conversion must be established by affirmative evidence that Service Provider did not exercise the required degree of care imposed hereunder. If at any time, discrepancies exist between Customer's records and the physical inventory, Service Provider and Customer shall exchange records of all inventory adjustments from the time of the previous reconciliation to the time of the inventory count in which the discrepancy was found, and Service Provider's records shall be presumed to be correct, absent evidence to the contrary. In the event the Parties agree to utilize both Customer's warehouse management system and Service Provider's warehouse management system, then: (i) Service Provider's system shall control (including in the event of any inventory variance), and (ii) Customer shall reasonably assist Service Provider in establishing necessary automated data interfaces between the two systems.

14. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement (except for any obligations of Customer to make payments to Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (A) acts of God; (B) flood, fire, earthquake, epidemic, pandemic, or explosion; (C) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (D) government order, law, or actions; (E) embargoes or blockades in effect on or after the date of the Agreement; (F) national or regional emergency; and (G) strikes, labor stoppages or slowdowns, or other industrial disturbances. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

15. Confidentiality and Intellectual Property. Each Party will keep confidential and not use on its own behalf (except for the purposes of carrying out its obligations under this Agreement) or disclose to any third parties any proprietary, non-public information (including pricing) belonging to the disclosing Party which was disclosed in connection with this Agreement ("Confidential Information"). A Party may however disclose Confidential Information to its affiliates and agents only as necessary in connection with providing or receiving Services under this Agreement and provided that such Party remains responsible for any breach hereunder caused by its agents and affiliates.

Service Provider shall have and retain all rights, including intellectual property rights, in its proprietary materials including all software, documents, materials, or other works of original authorship created by Service Provider prior to and during the term of this Agreement, including all improvements, modifications, or additions thereto (collectively, "Service Provider Proprietary Materials"). Customer acknowledges that it does not own the Service Provider Proprietary Materials and shall acquire no right, title, or interest in or to such Service Provider Proprietary Materials.

16. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter, provided, however, that this Agreement does not supersede any other Statements of Work entered into between the Parties unless the parties otherwise specifically agree in writing as to the specific Statement of Work intending to be superseded.

17. Waiver. No waiver by either Party of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Agreement operates, or may be construed, as a waiver thereof.

18. Third-Party Beneficiaries. The Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any

other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these terms.

19. Governing Law and Forum. All matters arising out of or relating to the Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to conflict of laws principles thereof. Any dispute arising out of or relating to this Agreement will be settled by final and binding arbitration to be conducted in English and administered by a single arbitrator with the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award may be entered in the federal courts of the United States of America or the State of Michigan in each case located in the City of Detroit and County of Wayne.

20. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under the Agreement must be in writing and addressed to the other Party at its address set forth in the SOW (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier, email, facsimile, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Agreement, a notice is effective only (A) on receipt by the receiving Party, and (B) if the Party giving the notice has complied with the requirements of this Section.

21. Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any specific situation or jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other situation or jurisdiction.

22. Amendments. No amendment to or modification of the Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

23. Cumulative Remedies. Unless otherwise expressly set forth in this Agreement, all rights and remedies provided in the Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

24. Assignment. Customer may not assign, transfer, delegate, or subcontract any of its rights or obligations under the Agreement, in whole or in part, without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve either Party of any of its obligations hereunder.

25. Successors and Assigns. The Agreement is binding on and inures to the benefit of the Parties to the Agreement and their respective permitted successors and permitted assigns.

26. Counterparts. The Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, email, or electronic signature (e.g., DocuSign) shall be given the same legal effect as delivery of an original signed copy of the Agreement.

27. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, franchise, business trust, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.