ORBIS TERMS AND CONDITIONS OF PURCHASE FOR VENDOR SERVICES

1. **Acceptance**. These ORBIS Terms and Conditions of Purchase for Vendor Services (these "***Terms***") are the only terms that govern the purchase of the services described on the applicable SOW (the "***Services***") by ORBIS Corporation or the applicable subsidiary of ORBIS Corporation ("***ORBIS***") from the provider of the Services ("***Vendor***"). These Terms, together with the statement of work, work order, scope of work, scope of services, order form, purchase order, or any other ordering document or document of similar effect (regardless of its title or designation) signed or issued by ORBIS and referencing these Terms (each, an "***SOW***," and together with these Terms, this "***Agreement***"), are an offer to purchase the Services. ORBIS may revoke such offer at any time prior to its acceptance by Vendor. ORBIS' performance is conditioned upon Vendor's agreement to these Terms. If any of these Terms are not acceptable to Vendor, Vendor shall notify ORBIS immediately. If ORBIS does not receive Vendor's written objection to these Terms within three (3) days after Vendor receives the applicable SOW from ORBIS, or if Vendor performs any of the Services, these Terms will be deemed irrevocably accepted by Vendor. No ORBIS entity shall be deemed an agent of another ORBIS entity. Any SOW signed or issued by an ORBIS entity will form the basis of an independent bilateral contract between Vendor and such ORBIS entity, and no other ORBIS entity will be bound thereby or responsible for the performance thereof. Notwithstanding anything in these Terms to the contrary, if the parties have signed a written contract covering the procurement and provision of the Services covered hereby, then the terms and conditions of said contract will prevail to the extent they are inconsistent with these Terms.

2. **Entire Agreement**. This Agreement is intended by the parties to be the final expression of their agreement as it relates to the matters contained in this Agreement, and is intended as a complete and exclusive statement of the terms and conditions hereof. For the avoidance of doubt, the provisions of any proposal, quotation, acknowledgement or confirmation, invoice, or other document supplied by Vendor pertaining to the Services or this Agreement that are inconsistent with these Terms will not constitute a part of the parties' contract, and ORBIS' failure to object to such provisions will not be construed as an acceptance of any such provision or as a waiver of any of these Terms. WITHOUT LIMITING THE FOREGOING, ORBIS HEREBY EXPRESSLY OBJECTS TO AND REJECTS ALL TERMS THAT ARE ADDITIONAL, INCONSISTENT, OR CONTRADICTORY TO THESE TERMS, REGARDLESS OF WHETHER SUCH TERMS ARE SPECIFIED IN A PROPOSAL, QUOTATION, ACKNOWLEDGEMENT, CONFIRMATION, INVOICE, EMAIL, OR OTHER DOCUMENT SUPPLIED BY VENDOR, INCLUDING, WITHOUT LIMITATION, THOSE TERMS AND CONDITIONS LIMITING WARRANTIES, LIABILITY, REMEDIES, AND INDEMNITY. No additional or contradictory terms will be effective unless expressly agreed to in a writing hand-signed by an officer of ORBIS. No online or electronic terms or conditions will be binding upon ORBIS even though ORBIS may have "accepted" such terms in order to access or use a system. The URL at which these Terms are accessible may change from time to time, and Vendor hereby agrees that any such change will not diminish the applicability of these Terms with respect to any future SOW, notwithstanding any failure or delay in updating such URL in such SOW.

3. **Fees**. Unless otherwise specified in the applicable SOW, the fees charged to ORBIS for the Services are for services to be performed at a location of ORBIS' choosing. No additional taxes, tariffs, duties, charges, or fees of any kind or nature, including travel or other out-of-pocket expenses, will be allowed unless specifically agreed to by ORBIS in the applicable SOW. Vendor shall not charge ORBIS fees higher than the fees stated in the applicable SOW or the fees last quoted by Vendor or charged to ORBIS, whichever is lower, without the written approval of ORBIS. Vendor warrants that the fees charged ORBIS in the applicable SOW are no higher than fees charged to others for similar services on similar conditions, and any reduction in the fees for the Services subsequent to the date of an SOW will result in a corresponding reduction in the fees for the Services not yet performed, effective retroactively to the date of

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the applicable SOW. If Vendor breaches the foregoing warranty, the fees for the Services will be reduced accordingly, retroactive to the date of such breach. In the event ORBIS discovers an opportunity to obtain the Services for lower fees for reasonably equivalent services from another vendor, Vendor shall, upon receiving notice from ORBIS of such lower fees, provide the Services to ORBIS at such lower fees. If the applicable SOW expressly provides for the reimbursement of any of Vendor's expenses, then, as a condition precedent to receiving reimbursement for any such expenses, Vendor shall provide ORBIS with receipts and other evidence of such expenses reasonably requested by ORBIS, and Vendor shall comply in all respects with ORBIS' expense reimbursement policies as in effect from time to time. No amount of specified compensation will be considered as an estimate but always as a not-to-exceed amount to complete the Services, which will be lowered to the extent that, if working on a pay-for-time basis, Vendor spends less time than contemplated.

4. **Payment**. Unless otherwise stated in the applicable SOW, payment terms are net ninety (90) days within the tenth (10^{th}) or twenty-fifth (25^{th}) of the month (first occurring). The invoice payment period and the determination of any discount periods will start on the later of the date: (a) Vendor's invoice is received by ORBIS' accounts payable department; and (b) the applicable Services, including each billable deliverable set forth in the applicable SOW, are completed in full and accepted by ORBIS. If the invoice receipt by ORBIS is delinquent, or if a discrepancy results when comparing the invoice amount to the amounts listed in the applicable SOW, processing of the invoice may be delayed and ORBIS shall nevertheless be entitled to take any applicable cash discount. All amounts of any discounts not subtracted from the fees at the time of payment will accumulate to ORBIS' benefit and will be payable to ORBIS upon demand together with twelve percent (12%) annual interest from the date of ORBIS' payment. Vendor shall not retain any lien, security interest, or other right in any of the Services. ORBIS shall not have any obligation to pay, or other liability with respect to, any amounts for which Vendor does not provide a complete and accurate invoice within six (6) months following the performance of the applicable Services, and Vendor hereby irrevocably waives all rights and remedies with respect to such amounts.

5. **Setoff**. ORBIS may set off any amount due from Vendor, whether or not under an SOW or this Agreement, against any amount due Vendor hereunder. Vendor may not set off any amount due from ORBIS, whether or not under this Agreement, against any amount due ORBIS hereunder without the prior written consent of an officer of ORBIS.

6. **Inspection; Acceptance; Rejection**. The Services are subject to inspection and approval by ORBIS. ORBIS shall have a reasonable amount of time to complete such inspection, but in no event less than thirty (30) days. ORBIS hereby reserves the right to reject and refuse acceptance of any of the Services that are not in accordance with ORBIS' instructions and/or specifications or Vendor's warranties (express or implied), or are otherwise unsatisfactory to ORBIS in its reasonable discretion. If ORBIS rejects any of the Services, at ORBIS' sole option: (a) ORBIS may cancel the applicable SOW without charge or expense to ORBIS, and Vendor shall reimburse ORBIS for any amounts paid by ORBIS for such rejected Services and immediately reimburse ORBIS for any damages incurred by ORBIS in connection with Vendor's provision of such defective Services; or (b) Vendor shall immediately reperform any rejected Services in a manner acceptable to ORBIS, and reimburse ORBIS for any damages incurred by ORBIS in connection with Vendor's provision of such defective Services. Payment for any of the Services by ORBIS will not constitute acceptance of such Services or impair ORBIS' right to inspect the Services or invoke any of its remedies provided in this Agreement. All remedies specified herein are cumulative and in addition to all other or future remedies provided at law or in equity.

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7. **Corrections and Changes**.

(a) At any time before full performance of the Services, ORBIS shall have the right to make a change in or to specifications, schedules, or methods of performance related to the Services. If such change(s) cause an increase or decrease in fees or in time required for performance, Vendor shall notify ORBIS thereof, with reasonable detail and support for such change(s), within five (5) days of receipt of such change(s). If ORBIS approves of such proposed change(s), ORBIS shall issue or sign a revised SOW. The revised SOW will constitute a change order, and the definition of the Services and, if applicable, the amount of compensation and/or the scheduled performance completion date will be revised accordingly. If Vendor fails to provide timely notice in accordance with this Section, such change(s) will be deemed finally and irrevocably accepted by Vendor with no change in fees or time for performance.

(b) Vendor shall not modify this Agreement or change the processes or methods Vendor uses to provide the Services without the prior written consent of ORBIS. Vendor shall notify ORBIS of any such change prior to performing any of the Services so affected. Such changes will not be binding on ORBIS unless evidenced by a change order issued by ORBIS.

8. **Time for Performance; Notice of Delay**. Time is of the essence in Vendor's performance of the Services. Acceptance of any of the Services before or after the deadline for performance will not operate as a waiver of any of ORBIS' rights, including its rights to damages for such early or late performance. Whenever any occurrence or event affecting Vendor or its subcontractors or suppliers delays or threatens to delay the timely performance of this Agreement, Vendor shall immediately give written notice thereof to ORBIS. At ORBIS' request, Vendor shall provide adequate assurances that the delay or failure to perform will not exceed five (5) days. If Vendor fails to provide such assurances within one (1) day of ORBIS' request or fails to perform within the five (5) day period, then ORBIS shall have the right to immediately terminate the applicable SOW, all other SOWs, and/or this Agreement without liability to Vendor, and ORBIS shall have all remedies available to it against Vendor.

9. **Termination**.

(a) ORBIS shall have the right to terminate any SOW or this Agreement (in whole or in part) at any time for any reason or no reason, without liability to Vendor, by notice to Vendor.

(b) Without limiting the foregoing, in addition to all other remedies available to ORBIS, ORBIS shall have the right to terminate any SOW or this Agreement (in whole or in part) at any time, without liability to Vendor, upon notice thereof to Vendor: (i) if Vendor fails to perform its duties or obligations hereunder at the times and in the manners specified in the applicable SOW; (ii) in the event Vendor breaches any other term of this Agreement; or (iii) upon any actual or alleged insolvency of Vendor or the commencement of any related reorganization or other proceeding.

(c) When Vendor receives notice of termination from ORBIS, Vendor shall take all necessary action to protect the property in Vendor's possession in which ORBIS has or may acquire an interest, and to the extent specified in such notice, Vendor shall stop work and the placement of subcontracts under this Agreement and shall terminate work under subcontracts outstanding hereunder.

10. **Survival; Transition Assistance**. The parties' rights and obligations which by their nature should continue beyond the termination or other conclusion of this Agreement, including, but not limited to, those regarding confidentiality, intellectual property, warranties, compliance with laws, non-solicitation of employees, insurance, and indemnification, will survive such termination or conclusion. Following the termination or other conclusion of this Agreement for any reason, Vendor shall provide ORBIS with such transition assistance services as may be reasonably requested by ORBIS on an "at-cost" basis.

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11. **Records**. Vendor shall maintain complete and accurate records relating to the Services in such form as ORBIS approves. During the period in which Vendor is providing the Services to ORBIS hereunder, and for a period of two (2) years thereafter, upon ORBIS' request, Vendor shall allow ORBIS or ORBIS' representative to inspect and make copies of such records and interview Vendor's personnel in connection with the provision of the Services. ORBIS shall have the right to inspect Vendor's facilities and records, and that of Vendor's suppliers and any approved subcontractors, at any time from time to time, upon not less than twenty-four (24) hours prior notice (written, oral, or otherwise).

12. **Solicitation of Personnel**. For so long as there is an SOW in effect and for a period of twelve (12) months thereafter, Vendor shall not solicit for employment any employee or contractor of ORBIS. ORBIS is not restricted from soliciting any employee, contractor, or customer of Vendor. Vendor hereby agrees that the duration, scope, and geographical area of the restrictions contained in this Section are reasonable.

13. **Confidentiality**.

(a) If Vendor and ORBIS are parties to a confidentiality and/or non-disclosure agreement (the "***NDA***"), then the terms of the NDA are hereby incorporated herein by this reference and will control the disclosure of any confidential or proprietary information hereunder. If the NDA expires prior to the termination or other conclusion of this Agreement, then the NDA is hereby deemed renewed and extended until such termination or other conclusion.

(b) If Vendor and ORBIS are not parties to such an NDA, then all non-public, confidential, or proprietary information of ORBIS or ORBIS' affiliates, customers, or suppliers (collectively, "***Confidential Information***") disclosed by ORBIS to Vendor, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing the Services, and must not be disclosed or copied unless expressly authorized by ORBIS in writing; provided, however, the foregoing restrictions do not apply to information that is lawfully obtained by Vendor on a non-confidential basis from a third party without confidentiality obligations in regard to such information. Upon ORBIS' request, Vendor shall promptly return all documents and other materials received from ORBIS. Vendor shall not disclose or use ORBIS' name in any general advertising, nor disclose that ORBIS is a customer or client of Vendor, without ORBIS' prior written consent thereto.

(c) Vendor shall not use, access, or permit the use of any Confidential Information (whether or not such Confidential Information has been aggregated, anonymized, de-identified, or otherwise modified) for the purpose of training, fine-tuning, testing, improving, or otherwise developing any artificial intelligence or machine learning system, model, algorithm, or tool, including, but not limited to, generative artificial intelligence, natural language processing models, neural networks, predictive analytics, or similar technologies.

(d) ORBIS is entitled to injunctive relief for any violation of this Section without the necessity of proving damages or posting bond.

14. **Information Security Incident**. In the event that Vendor or any of its personnel become aware of or suspect a data security breach, any unauthorized access, use, loss, theft, damage, or acquisition of ORBIS' data, or any other event that compromises the security, confidentiality, or integrity of ORBIS' data ("***Incident***"), Vendor shall: (a) promptly communicate the nature of the Incident to ORBIS; (b) assist ORBIS with mitigating the damages resulting from the Incident; and (c) allow ORBIS to have sole control over the timing, content, and method of providing notification to the impacted individuals and applicable governmental authorities. In addition to any other remedies available to ORBIS under this Agreement, in

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law, or in equity, for any Incident resulting, in whole or in part, from the acts or omissions of Vendor or its personnel, Vendor shall: (i) take any corrective actions necessary to remedy the Incident; and (ii) reimburse ORBIS for its costs and expenses relating to the Incident, such as (1) ORBIS' costs incurred in notifying impacted individuals, governmental authorities, and credit bureaus, (2) ORBIS' attorneys' fees and public relations' fees incurred in response to the Incident, (3) ORBIS' costs of obtaining credit monitoring services and identity theft insurance for the benefit of the impacted individuals, (4) call center support to notify impacted individuals, (5) all fines, penalties, or charges assessed by any governmental entity, and (6) forensic IT services and e-discovery services used by ORBIS relating to the Incident, with (1)–(6) being hereby deemed direct damages and not subject to any caps on liability or exclusion of damages set forth elsewhere in this Agreement or in any other document or agreement (if any).

15. **Intellectual Property**.

(a) Subject to Section 15(b), ORBIS shall own all intellectual property and proprietary rights in, and have the sole right to use, all ideas, concepts, designs, inventions, original works of authorship, and all other work and material created, prepared, or acquired by Vendor or any of its personnel under or in connection with this Agreement or an SOW (the "***Work***"). The Work is hereby deemed "Work Made for Hire" and thereby owned by ORBIS upon creation by operation of law. To the extent any of the Work is determined not to be "Work Made for Hire," Vendor, on behalf of itself and all its personnel, hereby irrevocably assigns, transfers, and conveys to ORBIS, without further consideration (other than that which Vendor is already entitled to receive hereunder), all of its right, title, and interest (including all intellectual property rights) in and to such Work. Vendor shall execute (and cause all current and former personnel to execute) and deliver to ORBIS any assignment or other document and take any other action which may be reasonably requested by ORBIS in order to perfect ORBIS' ownership of the Work. Vendor shall promptly disclose the creation of the Work to ORBIS. In addition, Vendor shall assist ORBIS in the enforcement of ORBIS' rights in the Work. ORBIS hereby grants Vendor a fully paid-up, royalty-free, nonexclusive license during the Term to use the Work solely as necessary to perform the Services.

(b) ORBIS' ownership of any of the Work which incorporates any material created and owned by Vendor outside the performance of the Services (the "***Vendor Material***") is subject to Vendor's ownership of such Vendor Material. Vendor hereby grants to ORBIS (and its affiliates) a non-exclusive, royalty-free, perpetual, irrevocable, transferable, fully paid-up, worldwide license to use, execute, copy, display, perform, distribute copies of, maintain, modify, enhance, create derivative works of, and sublicense any of the Vendor Material that are incorporated into any of the Work or are reasonably required in order to use any of the Work. Vendor shall obtain ORBIS' written approval prior to incorporating any of the Vendor Material into any of the Work.

(c) Vendor shall not incorporate any third-party proprietary material, information, or intellectual property ("***Third-Party Materials***") into the Work unless Vendor has obtained for ORBIS a non-exclusive, royalty-free, perpetual, irrevocable, transferable, fully paid-up, worldwide license permitting ORBIS and its affiliates to use, execute, copy, display, perform, distribute copies of, maintain, modify, enhance, create derivative works of, and sublicense such Third-Party Materials.

(d) Vendor shall have agreements with all of its personnel respecting intellectual property rights as are necessary to comply with this Section 15, and shall provide copies of such agreements to ORBIS upon request thereof.

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16. **Compliance with Laws**.

(a) Vendor shall ensure that at all times it has and maintains all licenses, permissions, authorizations, consents, and permits that it needs in order to carry out its obligations under this Agreement and that it complies with all applicable statutory and regulatory requirements relating to the performance of the Services.

(b) Vendor represents and warrants that it is in compliance with, and shall continue to comply with, all applicable laws, rules, regulations, orders, conventions, ordinances, standards, and other governmental and regulatory requirements of the country(ies) and jurisdiction(s) of performance, or that relate to the performance, licensing, approval, or certification of the Services, including, without limitation, those relating to environmental matters, the handling and transportation of dangerous goods or hazardous materials, data protection and privacy, wages, hours, and conditions of employment, subcontractor selection, discrimination, occupational health/safety, and motor vehicle safety. This includes, without limitation, that the Services are performed in compliance with, and meet, all applicable requirements and standards of the Fair Labor Standards Act and the regulations and orders of the United States Department of Labor issued thereunder, the Occupational Health and Safety Act, and applicable affirmative action laws.

(c) Vendor represents and warrants that neither it nor any of its subcontractors, vendors, agents, or other associated third parties utilize or will utilize child, slave, prisoner, or any other form of forced or involuntary labor, or engage or will engage in abusive employment or corrupt business practices, in the provision of the Services. Vendor shall comply with all applicable anti-corruption laws, including, without limitation, the US Foreign Corrupt Practices Act and the UK Bribery Act. Neither Vendor nor any of its subcontractors, vendors, agents, or other associated third parties engage in or will engage in any form of commercial bribery nor directly or indirectly provide or offer to provide anything of value to or for the benefit of any official or employee of a governmental authority or of any government-owned, government-controlled, or government-affiliated entity to obtain or retain any contract, business opportunity, or other business benefit or to influence any act or decision of that person in his/her official capacity.

(d) Vendor represents and warrants that Vendor is and shall at all times remain in compliance with all laws administered by the US Treasury Office of Foreign Assets Control or any other governmental entity imposing economic sanctions and trade embargoes ("***Economic Sanctions Laws***") against designated countries, entities, and persons (each, an "***Embargoed Target***"). Vendor represents and warrants that Vendor is not an Embargoed Target or subject to any Economic Sanctions Law. Vendor shall not: (i) directly or indirectly export, re-export, transship, or otherwise deliver any goods, including goods included within the Services, to an Embargoed Target; or (ii) broker, finance, or otherwise facilitate any transaction in violation of any Economic Sanctions Law.

(e) Vendor represents and warrants that none of the goods included in the Services contains any PFAS substances in any amount. Vendor shall indemnify, defend, and hold each of the Indemnitees harmless from and against any and all Losses directly or indirectly arising from or relating to, or alleged to arise from or relate to, any goods or tangible property provided to ORBIS containing any PFAS, or any violation or alleged violation by any goods included in the Services of: (i) the California Safer Food Packaging Cookware Act of 2021; (ii) the Maine Act to Stop Perfluoroalkyl and Polyfluoroalkyl Substances Pollution; (iii) the New York Hazardous Packaging Act, Title 2 of Article 37 of the Environmental Conservation Law; (iv) the California Safe Drinking Water and Toxic Enforcement Act of 1986, a/k/a Proposition 65; and/or (v) any other current or future laws, rules, regulations, orders, conventions, ordinances, standards, or other governmental or regulatory requirements applicable to the prohibition, restriction, or registration of PFAS (collectively, "***PFAS Laws***"). Vendor shall notify ORBIS

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within twenty-four (24) hours of providing any goods or tangible property to ORBIS that contain or may potentially contain any PFAS substances in any amount. As used herein, "***PFAS***" means all substances that include any member of the class of fluorinated organic chemicals containing at least one fully fluorinated carbon atom.

17. **Compliance with Policies**. Vendor shall comply with all ORBIS policies, and all policies of ORBIS' customers, that are applicable to Vendor and/or the Services and that ORBIS makes Vendor aware of, including, without limitation, the Menasha Corporation Supplier Code of Conduct, which is accessible at https://docs.orbiscorporation.com/suppliercodeofconduct and hereby incorporated herein by reference. Without limiting the foregoing, Vendor shall ensure that all personnel while on ORBIS' site abide by the current procedures and regulations for personnel performing services on an ORBIS site and all other reasonable safety, security, and other instructions and directions issued by ORBIS, as well as all applicable federal, state, provincial, and local laws and regulations. ORBIS hereby reserves the right, in its sole discretion, to require any personnel of Vendor to leave and not return to any ORBIS site.

18. **Use of Artificial Intelligence**. Except with the express, prior written consent of an officer of ORBIS, Vendor shall not, and shall ensure that its affiliates, employees, contractors, agents, and any third party(ies) acting on its behalf do not, utilize, incorporate, or rely on any artificial intelligence or machine learning technologies, tools, models, or systems (collectively, "***AI Tools***") to generate or materially contribute to any deliverables or other work product included within the Services. Notwithstanding the foregoing, Vendor may use AI Tools solely for internal purposes (such as research assistance, grammar correction, or drafting internal templates), provided that: (a) such use does not result in any artificial intelligence-generated content being incorporated into the Services; (b) such use does not give rise to any third-party intellectual property claims or open-source obligations with respect to the Services or any Confidential Information; and (c) Vendor complies with the restrictions set forth in Section 13(c). Vendor represents and warrants that it has implemented commercially reasonable safeguards and internal policies to ensure compliance with this Section.

19. **Government Contracting**. In the event any of the Services are being provided in direct or indirect support of any contract with a governmental entity, all Federal Acquisition Regulation (FAR) clauses (as in effect on the date of such governmental contract) which are required to be flowed down to ORBIS' vendors and/or subcontractors are hereby incorporated by reference (with any necessary definitional adjustments), with the same force and effect as if they were given in full text, including any notes following the clause citation, to the extent applicable to the Services being provided. **Without limiting the foregoing, Vendor shall abide by the requirements of 41 CFR sections 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability. Vendor shall abide by all provisions of Executive Order 13496 and all relevant rules, regulations, and orders in regard to Executive Order 13496 as found in 29 CFR Part 471, Appendix A to Subpart A.**

20. **Insurance**. For so long as there is an SOW in effect and for a period of two (2) years thereafter, Vendor shall, at its own expense, procure, maintain, and carry in full force and effect the insurance coverage in the forms and amounts set forth in ORBIS' Minimum Insurance Requirements for Suppliers document, which is accessible at https://docs.orbiscorporation.com/supplierinsurancereqs and hereby incorporated herein by reference. If Vendor fails to maintain the insurance required therein, ORBIS

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shall have the right, in its sole discretion, to purchase such insurance on Vendor's behalf and charge back the cost thereof to Vendor, with a reasonable markup.

21. **Warranties**. In addition to all warranties prescribed by law, Vendor specifically represents, warrants, and guarantees that: (a) the Services will conform strictly to all descriptions (whether oral or written, including on Vendor's website or on or in any proposal or quotation provided by Vendor) and any applicable specifications provided or accepted by or available to ORBIS; (b) the Services will be fit for the known purpose for which they are provided, provided that Vendor shall have the burden of proving (by clear and convincing evidence) that Vendor was unaware of ORBIS' intended purpose, and absent such proof, Vendor shall be deemed to have known ORBIS' intent to use the Services in the manner ORBIS actually uses the Services; (c) each of Vendor's employees, agents, and representatives assigned to provide the Services will have the proper skill, training, and background to perform such Services in a competent, workmanlike, and professional manner, and Vendor shall devote adequate resources to meet its obligations under this Agreement; (d) all of the Services will be performed in a timely, workmanlike, competent, and professional manner and in accordance with the highest industry standards and practices; (e) the Services and all aspects of the performance thereof will comply with all applicable federal, state, provincial, and local laws, regulations, orders, and ordinances; and (f) the Services and ORBIS' authorized use thereof does not and will not infringe or misappropriate or contribute to the infringement or misappropriation of any patents, copyrights, trademarks, trade names, or other intellectual property or proprietary rights. In addition to the foregoing, Vendor hereby assigns to ORBIS, and covenants to fully cooperate with ORBIS in enforcing, all rights and warranties provided by any third-party manufacturer of any goods or parts which are included in, or provided to ORBIS in connection with, the Services. All such warranties, including warranties prescribed by law, will run to ORBIS, its successors, assigns, and customers, and to users and beneficiaries of the Services. Vendor's warranties under this Agreement are cumulative and in addition to any other warranty provided by law or equity.

22. **Vendor Expertise; Vendor Personnel**. Vendor is an expert fully competent in all aspects related to providing the Services. Vendor shall not deny any responsibility or obligation to ORBIS on grounds that ORBIS provided recommendations, guidance, reviews, inspections, audits, approval, or assistance with regard to any aspect of the Services or this Agreement. Vendor hereby acknowledges ORBIS' reliance upon Vendor's expertise. Any reviews, inspections, or approvals by ORBIS will not relieve Vendor of its obligations under this Agreement, or waive any rights that ORBIS may have. Vendor shall source and procure all materials, component parts, and goods for the Services in accordance with the requirements of this Agreement. ORBIS shall have the right, in its sole discretion, to require that Vendor immediately remove any personnel from performing the Services. In such an event, Vendor shall, upon ORBIS' request, promptly furnish replacement personnel with the requisite skills, training, and experience. ORBIS' exercise of, or failure to exercise, its rights under this Section will not in any way limit the obligations of Vendor to perform its obligations under this Agreement.

23. **Indemnification**. VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD ORBIS, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, DIRECT AND INDIRECT CUSTOMERS AND USERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "***INDEMNITEES***") HARMLESS AGAINST ANY CLAIMS, DEMANDS, ACTIONS, PROCEEDINGS, LIABILITIES, LOSSES, OR EXPENSES WHATSOEVER, INCLUDING ALL ATTORNEYS' FEES (COLLECTIVELY, "***LOSSES***"), ARISING FROM OR RELATED TO ANY ACTUAL OR ALLEGED: (A) DEFECT IN THE SERVICES; (B) FAILURE OF THE SERVICES TO COMPLY WITH ANY OF THE TERMS OF THE APPLICABLE SOW, THE EXPRESS OR IMPLIED WARRANTIES OF VENDOR, OR ANY OF THE TERMS OF THIS AGREEMENT; (C) ACT OR OMISSION OF VENDOR RELATED TO THE PROVISION OR USE OF THE SERVICES; (D) VIOLATION BY THE SERVICES, OR IN THEIR PROVISION OR USE,

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OF ANY STATUTE, ORDINANCE, OR ADMINISTRATIVE ORDER, RULE, OR REGULATION; OR (E) INFRINGEMENT BY ANY OF THE SERVICES OF ANY PATENT, TRADEMARK OR OTHER TRADE DESIGNATION, TRADE SECRET, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT, WHICH RIGHT WAS IN EFFECT AT THE TIME VENDOR ENTERED INTO OR ACCEPTED THE APPLICABLE SOW (OTHER THAN INFRINGEMENT CAUSED SOLELY BY SPECIFICATIONS PROVIDED BY ORBIS). ORBIS' RIGHTS AND VENDOR'S OBLIGATIONS UNDER THIS SECTION WILL NOT LIMIT ANY OF ORBIS' RIGHTS AGAINST VENDOR UNDER ANY LEGAL THEORY, INCLUDING UNDER ANY TORT OR CONTRACT LAW THEORY. If any claim, demand, action, or proceeding is commenced against ORBIS by reason of any of the above matters, ORBIS shall give Vendor notice thereof in writing; provided, however, any failure by ORBIS to give such notice will only relieve Vendor of liability if, and then only to the extent that, Vendor is directly and materially prejudiced thereby. Vendor shall pay ORBIS any collection fees and all attorneys' fees incurred by ORBIS in enforcing this Agreement or defending against any claim for breach of this Agreement.

24. **ORBIS' Excuse from Performance**. ORBIS shall be excused from performance under this Agreement if such performance is rendered impracticable by any accident, breakdown, riot, war, delay, labor or transportation problem, act of God, or any other cause or condition, whether of like or different nature, that are beyond ORBIS' reasonable control.

25. **ORBIS' Liability for Damages and Fees**. Under no circumstances will ORBIS be liable for any general, special, indirect, incidental, consequential, or punitive damages, or for any attorneys' fees, arising out of or relating to this Agreement.

26. **Non-Exclusivity**. Nothing herein will be deemed to create an exclusive relationship between the parties. ORBIS has the absolute right to procure services, including the Services, from sources other than Vendor. If ORBIS grants exclusive or "single source" rights under any SOW, then such rights will apply only with regards to that specific SOW and will not restrict ORBIS' right to procure services similar to the Services in substitution therefor in the event of any delay.

27. **Independent Contractor**. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement may be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties. Vendor at all times is and shall conduct itself as an independent contractor in the performance of the Services hereunder. Vendor shall have no right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of ORBIS or any of ORBIS' parents, subsidiaries, affiliates, successors, or assigns. Vendor shall be responsible for payment of all taxes, including, but not limited to, federal, state, provincial, and local taxes arising out of Vendor's activities under this Agreement, including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required by law or otherwise. Vendor shall be solely responsible for paying its personnel's entire compensation earned in connection with the Services, including, but not limited to, any and all related taxes, expenses, holidays, sick time, vacations, and benefits, and Vendor shall indemnify and hold ORBIS harmless against any claims by any of such personnel for wages or other employment benefits from ORBIS with respect to the Services. At all times during this Agreement, Vendor shall cause all of its personnel assigned to perform the Services to clearly identify themselves as personnel of Vendor and not employees of ORBIS. This will include any and all communications, oral, written, or electronic. Each of the personnel must present valid identification indicating that he or she is a guest, not an employee, of ORBIS. It is the responsibility of Vendor and the personnel of Vendor to avoid any confusion regarding whether the personnel are employees of ORBIS.

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28. **No Third-Party Beneficiaries**. This Agreement solely benefits the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will 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.

29. **Goods**. All sales of any materials, goods, equipment, or other tangible personal property by Vendor to ORBIS will be governed exclusively by ORBIS' Terms and Conditions of Purchase located at https://docs.orbiscorporation.com/tandcpurchaseUS (as the same may be relocated or amended from time to time, the "***Product Purchase Terms***"), which are incorporated herein by reference. In the event of any conflict between this Agreement and the Product Purchase Terms, the terms of this Agreement will prevail to the extent of the conflict.

30. **Notices**. Notices to ORBIS required under this Agreement must be sent in writing by personal delivery, certified mail (return receipt requested), or internationally recognized overnight courier service to the following address: Legal Department, ORBIS Corporation, 1055 Corporate Center Drive, Oconomowoc, Wisconsin, 53066. Notices to Vendor may be delivered by personal delivery, mail, carrier, or email to any address or email address used by an employee of Vendor in communicating with ORBIS, and will be deemed given when sent to such address or email address.

31. **Assignment; Delegation**. Vendor may not assign, whether voluntarily or involuntarily, by merger, consolidation, dissolution, change of control, or otherwise, this Agreement or any of Vendor's rights hereunder, or delegate any of Vendor's obligations under this Agreement, without ORBIS' express written consent thereto. Any purported assignment or delegation in violation of this Section will be void. ORBIS shall have the right to assign this Agreement and any of ORBIS' rights hereunder and delegate any of ORBIS' obligations under this Agreement. If ORBIS assigns this Agreement or delegates any obligations under this Agreement (whether in whole or in part), Vendor shall, as it relates to such part that was assigned or delegated, release ORBIS from all liability under this Agreement and hold the assignee solely responsible for performance of all such obligations.

32. **Amendment; Waiver**. No amendment or modification of any term or condition of this Agreement will be valid or binding upon ORBIS unless approved by ORBIS in a writing hand-signed by an authorized representative of ORBIS. Unless ORBIS expressly indicates otherwise in such hand-signed writing, such amendment or modification is effective only in that instance and only for the purpose for which it is made and is not to be construed as an amendment or modification on any future occasion or of any future order or agreement. Clerical and stenographic errors are subject to correction by ORBIS. No waiver by ORBIS of any of the terms of this Agreement is effective unless explicitly set forth in a writing hand-signed by an officer of ORBIS. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

33. **Reservation of Rights**. ORBIS explicitly reserves its right to a jury trial, as well as its rights to all remedies available to it under applicable law, including, without limitation, all rights to indirect, incidental, consequential, punitive, exemplary, and special damages.

34. **Severability**. If any provision of this Agreement is held invalid, prohibited, or unenforceable in any applicable jurisdiction, then, as to such jurisdiction only, that provision will be ineffective, but only to the extent legally required. That treatment will not affect: (a) the validity or enforceability of the remaining provisions of this Agreement; or (b) any provision of this Agreement in any other jurisdiction.

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35. **Governing Law; Venue**. This Agreement, including, without limitation, its validity, construction, and enforcement, is governed by the laws of the State of Wisconsin, US, without regards to conflicts of law principles. In the event of a dispute involving this Agreement, any legal proceeding must be heard and determined exclusively in a Wisconsin state court sitting in, or a federal court having jurisdiction over, Waukesha County, Wisconsin. Each party: (a) hereby irrevocably submits to the exclusive jurisdiction of such courts; (b) hereby waives any objection to venue, including on the ground of forum non conveniens, to bringing a legal action in such courts; (c) shall not bring any legal action relating to this Agreement except within Waukesha County, Wisconsin; and (d) agrees that delivery of service of process, summons, notice, or other document in any manner authorized in Section 30 will be effective delivery of such service of process, summons, notice, or other document for any suit, action, or other proceeding in any such court.

36. **Interpretation**. Any rule of construction that requires any ambiguities to be interpreted against the drafter will not apply to the interpretation of this Agreement, or any document drafted or delivered in connection with the transactions contemplated by this Agreement. Captions and headings in this Agreement are for convenience only, and will be given no effect in the interpretation of this Agreement.

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