

1. **Applicability.** Purchase orders placed by Customer (“**Order**”) for the purchase of: (a) products, including without limitation, end items, line replaceable units and components thereof and those returned for repair, overhaul, or exchange (collectively referred to as “**Products**”) or, (b) services to support a defined customer requirement (“**Services**”) will be governed solely by these conditions of sale (“**Agreement**”), unless and to the extent that a separate contract is executed between Customer and Intelligrated. Customer is defined as the procuring party and Customer and Intelligrated are collectively referred to as the “**Parties**” and individually as a “**Party**.” This Agreement will apply to all Orders for Products or Services whether or not this Agreement is referenced in the Order. In the event a separate contract incorporating this Agreement is executed between the Parties, where applicable, references to “**Order**” within this Agreement may refer to the contract between the Parties.
2. **Purchase Orders.** Orders are non-cancelable, including any revised and follow-on Orders, and will be governed by the terms of this Agreement. Orders will specify: (a) Order number, (b) Intelligrated's Product part number or quotation number as applicable, including a general description of the Product; (c) requested delivery dates; (d) applicable price; (e) quantity; (f) location to which the Product is to be shipped; and (g) location to which invoices will be sent for payment. Purchase orders are subject to acceptance by Intelligrated. Intelligrated's acknowledgment of receipt of an Order will not constitute acceptance. Any Orders provided under this Agreement are for the purpose of identifying the information in (a) through (g), above. Unless expressly agreed to in writing by Intelligrated, any terms conflicting with the terms of this Agreement will not apply and any terms or conditions attached to or incorporated in such Orders will have no force or effect.
3. **Delivery.** Unless otherwise set forth in the applicable statement of work, delivery terms are F.O.B. origin, freight prepaid and added to Customer's invoice, including a reasonable administrative fee.
- Intelligrated is responsible for obtaining the export license, if applicable. Customer is responsible for all duties, taxes, and other charges payable upon export. Intelligrated will schedule delivery in accordance with its standard lead time unless the Order states a later delivery date or Intelligrated otherwise agrees in writing. If Intelligrated prepays charges for transportation or any special routing, packing, labelling, handling, or insurance requested by Customer, Customer will reimburse Intelligrated upon receipt of an invoice for those charges. Title will pass to Customer upon Final Acceptance.
4. **Acceptance.** (a) **Products:** Products are presumed accepted unless Intelligrated receives written notice of rejection from Customer explaining the basis for rejection within 30 calendar days after delivery. Customer must disposition rejected Product in accordance with Intelligrated's written instructions. Intelligrated will have a reasonable opportunity to repair or replace rejected Products, at its option. Subject to the terms of the article titled “**Taxes**”, Intelligrated assumes shipping costs in an amount not to exceed actual reasonable direct freight charges to Intelligrated's designated facility for the return of properly rejected Products. Customer will provide copies of freight invoices to Intelligrated upon request. The Party initiating shipment will bear the risk of loss or damage to Products in transit. If Intelligrated reasonably determines that rejection was improper, Customer will be responsible for all expenses caused by the improper rejection. (b) **Services:** Customer will inspect Services within 10 calendar days after delivery or completion of Services, as applicable. Services will be deemed accepted unless Intelligrated receives written notice of rejection explaining the basis for rejection within such time. Intelligrated will be afforded a reasonable opportunity to correct or re-perform rejected Services, which shall be Customer's sole and exclusive remedy for unaccepted Services by Customer. Customer further agrees that partial or beneficial use of the work by Customer prior to final inspection and acceptance will constitute acceptance of the work under this Agreement. If

Intelligrated reasonably determines that rejection was improper, Customer will be responsible for all expenses caused by the improper rejection.

5. **Acceptance for Products installed by Intelligrated.** For Products that are sold with installation Services, Intelligrated will prepare a plan of testing to verify completion of the Work. Final Acceptance is the earlier of (i) verified completion of the Work through testing, or (ii) the first commercial use of the Work by Customer, either of which may occur in stages for portions of the Work. If Final Acceptance occurs in stages, the final payment shall be paid, proportionally to the portion accepted. Should Customer delay testing necessary to verify completion or fail to provide adequate product or personnel for such testing, Final Acceptance will be deemed to be the date testing was set to occur.

6. **Changes.** Intelligrated may, without notice to Customer, incorporate changes to Products that do not alter form, fit, or function. Intelligrated may, at its sole discretion, also make such changes to Products previously delivered to Customer.

Customer may request changes to the scope of this Agreement subject to written acceptance by Intelligrated. Intelligrated will inform Customer if the change causes a price modification or a schedule adjustment. The change will be effective and Intelligrated may begin performance upon the Parties' authorized signature of the change order.

7. **Changes caused by Customer.** If Customer's actions or inactions alter the Work to be performed under the Agreement, Intelligrated will provide a change order to Customer and Customer will have five business days to accept or reject the change order. If Customer rejects the change order, Intelligrated will have no obligation to perform the additional or altered Work. Failure to respond within five business days will be deemed acceptance.
8. **Payments.** Unless Customer has been approved for credit terms by Intelligrated, payment for all orders will be made at the time of order placement. In the event Customer, has been approved for credit terms, payment for that order will be due no later than 30 calendar days from the date of the invoice, unless a shorter time period is specified on the invoice or otherwise communicated to Customer in writing.

Intelligrated will determine in its sole discretion if Customer qualifies for credit terms. If credit terms are granted, Intelligrated may change Customer's credit terms at any time in its sole discretion and may, without notice to Customer, modify or withdraw credit terms for any order, including open orders. If Customer has no established credit terms, Intelligrated may, at its sole discretion, require from Customer additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.) as determined by Intelligrated on a case-by-case basis.

Partial shipments will be invoiced as they are shipped. Intelligrated is not required to provide a hard copy of the invoice. Payments must be made in United States currency unless agreed otherwise in writing and must be accompanied by remittance detail containing at a minimum the Customer's order number, Intelligrated's invoice number and amount paid per invoice; Customer agrees to pay a service fee in the amount of \$500 for each occurrence for its failure to include the remittance detail and minimum information described above.

Payments must be in accordance with the "Remit To" field on each invoice. If Customer makes any unapplied payment and fails to reply to Intelligrated's request for instruction on allocation within seven (7) calendar days, Intelligrated may set off such unapplied cash amount against any Customer past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Customer without adequate remittance detail to determine what invoice the payment(s) shall be applied to.

Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 calendar days following the invoice date. Intelligrated reserves the right to correct any inaccurate invoices. Any corrected invoice or invalid dispute must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later.

If Customer is delinquent in payment to Intelligrated, Intelligrated may at its option: (a) withhold performance until all delinquent amounts and late charges, if any, are paid; (b) repossess Products or software for which payment has not been made; (c) assess late charges on delinquent amounts at the

lower of 1.5% per month or the maximum rate permitted by law, for each full or partial month; (d) recover all costs of collection, including but not limited to reasonable attorneys' fees; (e) require Customer to provide Intelligrated with a payment improvement plan on terms and conditions satisfactory to Intelligrated, as signed and assured by Customer's senior finance officer that may include, but not limited to, provision of additional security (e.g., bank guarantee, stand by Letter of Credit, corporate guarantee, etc.); and (f) combine any of the above rights and remedies as may be permitted by applicable law. These remedies are in addition to those available at law or in equity. Intelligrated may re-evaluate Customer's credit standing at any time and modify or withdraw credit. Customer may not set off any invoiced amounts against sums that are due from Intelligrated.

9. **Setoff.** Customer will not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from Intelligrated, its parents, affiliates, subsidiaries or other divisions or units.

10. **Warranty. Products with installation.** For Products that include installation by Intelligrated, Intelligrated warrants that at time of Final Acceptance, Products will comply with this Agreement, and for a period of 12 months after Final Acceptance will be free from defects in workmanship and material.

On receipt of notice of Product Nonconformance (as defined below), Intelligrated will, at Intelligrated's discretion, either (i) remedy the condition at the Worksite; (ii) provide a replacement part and instructions for Customer to remove and replace the part; or (iii) use a VPN to connect and correct the condition remotely. In the case of parts replacement, Intelligrated will pay the costs of transporting the parts to Customer and will reimburse Customer for the costs of transporting parts to Intelligrated. If there is a Major Failure, Intelligrated will provide the necessary labor and materials to correct the failure at no cost to Customer. "Major Failure" means a failure that significantly impacts Customer's ability to use the Work by failing to perform at 80% productivity or greater, which is solely caused by seller's Services or the Work's failure to materially conform to the specifications in the Agreement, and

which cannot be corrected by (i) replacement parts; (ii) modification by Customer; or (iii) remote modifications by Intelligrated. Customer will reimburse Intelligrated for the labor and expenses of remedial action if the failure is not covered by this warranty.

11. **Warranty. (a) Products.** Intelligrated warrants that at time of shipment to Customer its Products will comply with applicable Intelligrated drawings and for a period of 12 months after shipment of the Products will be free from defects in workmanship and material.

This warranty runs to the Customer, its successors, assigns, and customers. Products that are normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables (e.g. flashtubes, lamps, batteries, storage capacitors) are not covered under this warranty. "Nonconformance" means failure to operate due to defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute Nonconformance. "Product" means end items, line replaceable units and components thereof, including those returned for exchange. Customer must notify Intelligrated in writing during the warranty period of a Nonconformance and, within 30 calendar days of discovery of the Nonconformance, disposition the Product in accordance with Intelligrated's written instructions. Intelligrated's obligation and Customer's sole remedy under this warranty is repair or replacement, at Intelligrated's election, of any Product Nonconformance.

All Products repaired or replaced are warranted for the unexpired portion of the original warranty period. Intelligrated assumes round trip shipping costs for nonconforming Products in an amount not to exceed actual reasonable direct freight charges to and from Intelligrated's nearest warranty repair facility for such Products. Customer will provide copies of freight invoices to Intelligrated upon request. Round trip shipping costs expressly exclude freight forwarding, taxes, duties, and tariffs. The Party initiating shipment will bear the risk of loss or damage to Products in transit. If Intelligrated reasonably determines that a Nonconformance does not exist,

Customer will pay all expenses related to the improper return including, but not limited to, analysis and shipping charges. Intelligrated will not be liable under this warranty if the Product has been exposed or subjected to any: (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use that is improper or otherwise not in compliance with Intelligrated's instruction; (2) alteration, modification, or repair by anyone other than Intelligrated or those specifically authorized by Intelligrated; (3) accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Customer; (4) damage caused by failure of a Intelligrated supplied Product not under warranty or by any hardware or software not supplied by Intelligrated; or (5) use of counterfeit or replacement parts that are neither manufactured nor approved by Intelligrated for use in Intelligrated's manufactured Products. Intelligrated has no obligation under this warranty unless Customer maintains records that accurately document operating time, maintenance performed, and the nature of the unsatisfactory condition of Intelligrated's Product. Upon Intelligrated's request, Customer will give Intelligrated access to these records for substantiating warranty claims.

(b) Services. Intelligrated warrants that Services will comply with the requirements stated in this Agreement. This warranty is valid for 12 months from the date Services are performed. Intelligrated's obligation and Customer's sole remedy under this warranty is to correct or re-perform defective Services, at Intelligrated's election, if Customer notifies Intelligrated in writing of defective Services within the warranty period. All Services corrected or re-performed are warranted for the remainder of the original warranty period. **(c) Disclaimer.** THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL INTELLIGRATED BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND

NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON INTELLIGRATED UNLESS SET FORTH IN WRITING AND SIGNED BY INTELLIGRATED'S AUTHORIZED REPRESENTATIVE.

12. **Excusable Delay or Nonperformance.** Except for payment obligations, neither Party will be liable to the other for any failure to meet its obligations due to any force majeure event. Force majeure is an event beyond the reasonable control of the non-performing Party and may include but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof; (b) any other acts of any government that would limit a Party's ability to perform under this Agreement; (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) epidemics, pandemics, quarantines or regional medical crises; (e) shortages or inability to obtain materials, equipment, energy, or components; (f) labor strikes or lockouts; and (g) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property) (h) inability or refusal by Customer's directed third party suppliers to provide Intelligrated parts, services, manuals, or other information necessary to the products or services to be provided by Intelligrated under this Agreement.. If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing Party is actually delayed, or for any other period as the parties may agree in writing. Notwithstanding the prior sentence, quantities affected by this force majeure clause may, at the option of Intelligrated, be eliminated from the Agreement without liability, but the Agreement will remain otherwise unaffected.

When performance is excused, Intelligrated may allocate its services or its supplies of materials and products in any manner that is fair and reasonable. However, Intelligrated will not be obligated to obtain services, materials or products from other sources or

to allocate materials obtained by Intelligrated from third parties for Intelligrated's internal use.

13. **Termination.** Either Party may terminate this Agreement and any or all unperformed orders arising out of or related to this Agreement, by giving written notice to the other Party upon the occurrence of any of the following events: **(a)** the other Party materially breaches this Agreement and fails to remedy the breach within 60 calendar days after receipt of written notice that specifies the grounds for the material breach; **(b)** the other Party fails to make any payment required to be made under this Agreement when due, and fails to remedy the breach within 3 calendar days after receipt of written notice of non-payment; or **(c)** any insolvency or suspension of the other Party's operations or any petition filed or proceeding made by or against the other Party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors or other similar proceedings. Termination does not affect any debt, claim or cause of action accruing to any Party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that either Party may be entitled to under this Agreement or in law or equity.

Intelligrated may suspend or terminate performance under this Agreement at Customer's expense if Intelligrated determines that performance may cause a safety, security, or health risk.

14. **Disputes.** Any dispute arising out of or relating to the interpretation or execution of the Agreement, which cannot be resolved through executive escalation shall be submitted to arbitration for resolution. The arbitration proceedings shall be conducted in accordance with the Ontario Arbitration Act, 1991, and shall take place in Toronto, Ontario in the English language, before a single arbitrator agreed by the parties, or else appointed by a judge of the Ontario Superior Court of Justice upon the application of one or both parties. The arbitrator shall decide according to Ontario law, and awards by this arbitration tribunal shall be binding on the parties.

15. **Applicable Law.** This Agreement and all matters related to this Agreement will be governed by,

construed in accordance with, and enforced under the laws of the Province of Ontario, and the laws of Canada applicable therein, without regard to conflicts of law principles. Application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either is specifically excluded. Customer will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law.

16. **Limitation of Liability.** IN NO EVENT WILL INTELLIGRATED BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR LOSS OF PRODUCTIVITY, OR LOSS OF GOODWILL, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE AGGREGATE LIABILITY OF INTELLIGRATED FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT RELATED TO THE CLAIM.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

17. **Nondisclosure and Non-Use of Information.** "Proprietary Information" means: **(a)** any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, that is clearly identified as being confidential, proprietary or a trade secret; **(b)** business related information including but not limited to pricing, manufacturing, or marketing; **(c)** the terms and conditions of any proposed or actual agreement, between the parties or their affiliates, **(d)** either Party's or its affiliates' business

policies, or practices; and (e) the information of others identified as confidential, proprietary or a trade secret that is received by either Party under an obligation of confidentiality.

The receiving Party will keep all Proprietary Information disclosed confidential for 10 years following the expiration, termination or completion of the work of this Agreement whichever period is longer. Each Party will retain ownership of its Proprietary Information including, without limitation, all rights in patents, copyrights, trademarks and trade secrets. No right or license is granted hereby to either Party or its customer, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of the other Party, notwithstanding the expiration of the confidentiality obligations stated in this clause. Intelligrated agrees to use the Proprietary Information of Customer only to provide products or services for Customer from Intelligrated and not from any other source. Customer will not use or disclose Intelligrated's Proprietary Information for any other purpose.

The receiving Party has no duty to protect information that is: (1) known, publicly, at the time of disclosure or becomes publicly known through no fault of recipient; (2) known to recipient at the time of disclosure through no wrongful act of recipient; (3) received by recipient from a third party without restrictions similar to those in this clause; or (4) independently developed by recipient without use of or reference to the disclosing Party's Proprietary Information.

If the receiving Party is required to disclose Proprietary Information pursuant to applicable law, statute, regulation, or court order, the receiving Party will give the disclosing Party prompt written notice of the request to provide a reasonable opportunity to object to the disclosure in order to secure a protective order or appropriate remedy.

Each Party acknowledges and agrees that if it breaches any obligations of this Non-Disclosure And Non-Use Of Proprietary Information clause, the other Party may suffer immediate and irreparable harm for which monetary damages alone shall not be a sufficient remedy and that, in addition to all other

remedies that the non-breaching Party may have, the non-breaching Party shall be entitled to: (i) seek injunctive relief, specific performance or any other form of relief in a court of competent jurisdiction, including, but not limited to, equitable relief, to remedy a breach or threatened breach hereof by the breaching Party; and (ii) enforce this Non-Disclosure And Non-Use Of Proprietary Information clause. The breaching Party waives all defenses and objections it may have on grounds of jurisdiction and venue, including, but not limited to, lack of personal jurisdiction and improper venue, and any requirement for the securing or posting of any bond in connection with such remedy.

18. Indemnity Against Patent and Copyright Infringement.

Intelligrated will defend Customer against any suit arising out of any actual or alleged patent or copyright infringement of a valid United States patent or copyright, to the extent based on the Product as delivered by Intelligrated, and indemnify for any final judgment assessed against Customer resulting from such suit provided that Customer notifies Intelligrated in writing promptly after Customer is apprised of the third-party claim, and Customer agrees to give sole and complete authority, information and assistance (at Intelligrated's reasonable expense) for the defense and disposition of the claim.

Intelligrated will not be responsible for any compromise or settlement made without Intelligrated's prior written consent. Because Intelligrated has sole control of resolving infringement claims hereunder, in no event will Intelligrated be liable for Customer's attorney fees or costs.

Intelligrated will have no liability or obligation to defend and indemnify Customer with respect to claims of infringement arising out of or based on: (a) Products supplied pursuant to Customer's designs, drawings or manufacturing specifications; (b) Products used other than for their ordinary intended purpose as documented in the Product documentation; (c) any combination of the Product with any article or service not furnished by Intelligrated; (d) use of other than the latest version of software Product released by Intelligrated; (e) any modification of the Product other than a modification

by Intelligrated; or (f) damages based on a theory of liability other than infringement by the Product.

Further, Customer agrees to indemnify and defend Intelligrated to the same extent and subject to the same restrictions set forth in Intelligrated's obligations to Customer as set forth in this "Indemnity Against Patent and Copyright Infringement" article for any claim against Intelligrated based upon a claim of infringement resulting from (a), (b), (c), (d), (e), or (f) of the preceding paragraph.

If a claim of infringement is made, or if Intelligrated believes that such a claim is likely, Intelligrated may, at its option, and at its expense: (1) procure for Customer the right to continue using the Product; or (2) replace or modify the Product so that it becomes non-infringing; or (3) accept return of the Product or terminate Customer's license to use the infringing Product in the case of a software Product and grant Customer a credit for the purchase price or license fee paid for such Product, less a reasonable depreciation for use, damage, and obsolescence. Further, Intelligrated may cease shipping infringing Products without being in breach of this Agreement. If the final judgment assessed against Customer is based on the revenue generated from the use of the Product, as opposed to from the sale of the Product by Intelligrated to Customer (whether alone or in combination with any article or service not furnished by Intelligrated), then Intelligrated's liability under this indemnity, exclusive of defense costs, shall be limited to a reasonable royalty based on the contract price paid by Customer to Intelligrated for the Product that gave rise to the claim.

Any liability of Intelligrated under this "Indemnity Against Patent and Copyright Infringement" is subject to the provisions of the "Limitation of Liability" article of this Agreement.

This "Indemnity Against Patent and Copyright Infringement" article states the Parties' entire liability, sole recourse and their exclusive remedies with respect to patent and copyright infringement claims. All other warranties against infringement or misappropriation of any intellectual property rights, statutory, express or implied are hereby disclaimed.

19. Software License. "Licensed Software" means software, including all related updates, changes, revisions and documentation, if any, that Customer is entitled to use under the terms of this Agreement and which is not subject to a separate software license between the parties. If equipment manufactured by Intelligrated and sold to Customer is embedded with or run by Intelligrated provided controls or firmware ("Machine Controls") the following license shall also apply to Machine Controls.

License. Subject to Customer's compliance with the terms of this Agreement, Intelligrated grants to Customer and Customer accepts a nontransferable, nonexclusive [single site](#) license, without the right to sublicense, to use the Licensed Software in the ordinary and normal operation of the Product on which it is installed or with which it is intended to be used under this license. (a) **Ownership.** Intelligrated (and its licensor(s), if applicable) retains all title to the intellectual property related to all material and Licensed Software provided under this Agreement, all of which are owned by Intelligrated, or its licensor(s), are protected by copyright laws, and are to be treated like any other copyrighted material. (b) **Transfer of Licensed Software.** Customer may transfer its license to use the Licensed Software and all accompanying materials to a third party only in conjunction with Customer's sale of any Intelligrated or Customer product on which the Licensed Software is installed or with which it is used. Customer is to retain no copies. Customer's transfer of the Licensed Software as authorized herein must be under terms consistent with and no less stringent than the terms set forth in this Agreement. Except as specifically permitted in this Agreement, the Licensed Software may not be sublicensed, transferred or loaned to any other party without Intelligrated's prior express written consent. (c) **Copies.** Unless specifically authorized by Intelligrated in writing, Customer is prohibited from making copies of Licensed Software except for backup purposes. Customer will reproduce and include all Intelligrated proprietary and copyright notices and other legends both in and on every copy made. (d) **Protecting Integrity.** Customer may not directly or indirectly make any effort to deconstruct

the Licensed Software, including, but not limited to: translating, decompiling, disassembling, reverse assembling, reverse engineering, creating derivative works or compilations, or performing any other operation to obtain any portion of its contents. Customer will take all reasonable actions necessary to prevent unauthorized access, disclosure or use of the Licensed Software. **(e) Machine Control and Programmable Logic Control limitations.** This License only includes a license to the Machine Control object code and related documentation. No license or access is granted to the source code of any kind. However, Customer is granted the limited right to use and modify (and cause third parties under an obligation of confidentiality to modify on behalf of and for use by Customer), the Machine Control Software for maintenance and support of the Machine Control Software with the prior written approval of Intelligrated (“Customer Modification”). If a modification is made by Customer that has not been approved in writing by Intelligrated or does not follow the instructions of Intelligrated, Customer discharges and releases Intelligrated from all warranty, performance, and indemnification obligations. If the Products are sold the Machine Control Software embedded therein, will be transferred with the equipment, subject to this license. Customer must notify its successor of the terms and conditions of this license upon sale of the equipment. If the Work includes Intelligrated furnishing third party Programmable Logic Control (PLC), Intelligrated grants Customer the right to access resident programmable memory to implement specific functions or instructions, however, certain subroutines and modules of PLCs may be password protected to safeguard trade secrets and confidential information of Intelligrated. If the Work includes Intelligrated furnishing third party PC-based controls or other software, those products are provided for use under the terms of the license, warranty or other conditions of such third party.

(f) Negation of Other Licenses. Except as expressly granted herein, no license or right, including sublicensing rights, either expressly, implicitly, by estoppel, conduct of the parties, or otherwise, is granted by Intelligrated to Company.

20. **Special Tooling and Data.** Special Tooling includes, but is not limited to, jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment, other special equipment and manufacturing aids, and replacement items, now existing or created in the future, together with all related specifications, drawings, engineering instructions, data, material, equipment, software, processes, and facilities created or used by Intelligrated in the performance of its obligations under this Agreement. Intelligrated owns all Special Tooling, except to the extent an authorized representative of Intelligrated specifically transfers title for any Special Tooling in writing to Customer. Any transfer of title to Special Tooling does not include transfer of Intelligrated’s intellectual property used to create, or that may be embodied in the Special Tooling, other than a license to use the Special Tooling without modification.
21. **Export.** Customer is responsible for compliance with all applicable import and export control laws and regulations. Intelligrated will obtain the export license when Intelligrated is the exporter of record. Customer must obtain at its sole cost and expense all necessary import authorizations and any subsequent export or re-export license or other approval required for Products, technology, software, services and technical data purchased, delivered, licensed or received from Intelligrated. Customer will retain documentation evidencing compliance with those laws and regulations. Intelligrated will not be liable to Customer for any failure to provide Products, Services, transfers or technical data as a result of government actions that impact Intelligrated’s ability to perform, including: **(a)** the failure to provide or the cancellation of export or re-export licenses; **(b)** any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any Order or commitment that has a material adverse effect on Intelligrated’s performance; or **(c)** delays due to Customer’s failure to follow applicable import, export, transfer, or re-export laws and regulations.
If Customer designates the freight forwarder for export shipments from the United States, then Customer’s freight forwarder will export on Customer’s behalf and Customer will be responsible

for any failure of Customer's freight forwarder to comply with all applicable export requirements. Intelligrated will provide Customer's designated freight forwarder with required commodity information. Customer is aware that U.S. export law may impose restrictions on Customer's use of the goods, services, or technical data, or on their transfer to third parties. Customer will immediately notify Intelligrated and cease distribution activities with regard to the transaction in question if Customer knows or has a reasonable suspicion that the products, technical data, plans, or specifications may be redirected to other countries in violation of export control laws.

22. **Taxes.** Intelligrated's pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), tariffs and duties (including but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). Customer will pay all Taxes resulting from this Agreement or Intelligrated's performance under this Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Intelligrated is required to impose, levy, collect, withhold or assess any Taxes on any transaction under this Agreement, then in addition to the purchase price, Intelligrated will invoice Customer for such Taxes unless at the time of order placement, Customer furnishes Intelligrated with an exemption certificate or other documentation sufficient to verify exemption from the Taxes. If any Taxes are required to be withheld from amounts paid or payable to Intelligrated under this Agreement: (a) such withholding amount will not be deducted from the amounts due Intelligrated as originally priced; (b) Customer will pay the Taxes on behalf of Intelligrated to the relevant taxing authority in accordance with applicable law; and (c) Customer will forward to Intelligrated, within 60 calendar days of payment, proof of Taxes paid sufficient to establish the withholding amount and the recipient. In no event will Intelligrated be liable for Taxes paid or payable by Customer. This clause will survive expiration or any termination of this Agreement.

23. **Notices.** Every notice between the parties relating to the performance or administration of this Agreement will be made in writing and, if to Customer, to Customer's authorized representative or, if to Intelligrated, to Intelligrated's authorized representative. All notices required under this Agreement will be deemed received either: (a) two calendar days after mailing by certified mail, return receipt requested and postage prepaid; (b) one business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving Party; or (c) if sent by e-mail, upon receipt of a non-automated response from the receiving Party confirming receipt of the notice. All non-electronic notices must be addressed as follows: INTELLIGRATED 7901 Innovation Way, Mason, OH 45040 Attn: President; with a copy to: General Counsel of Intelligrated 7901 Innovation Way, Mason, OH 45040;

Customer: _____

 _____.

24. **General Provisions.** (a) **Assignment.** Neither Party will assign any rights or obligations under this Agreement without the advance written consent of the other Party, which consent will not be unreasonably withheld or delayed except that either Party may assign this Agreement in connection with the sale or transfer of all or substantially all of the assets of the product line or business to which it pertains. Any attempt to assign or delegate in violation of this clause will be void. (b) **Commercial Use.** Customer represents and warrants that any technical data or software provided by Intelligrated to Customer under this Agreement will not be delivered, directly or indirectly, to any agency of any government in the performance of a contract, or subcontract, with the respective government without the prior written consent of Intelligrated. (c) **Counterparts.** This Agreement may be signed in counterparts (including faxed and any electronic or digital format), each of which will be deemed one and the same original. Reproductions of this executed original (with reproduced signatures) will be deemed to be original counterparts of this Agreement. (d) **Headings and Captions.** Headings

and captions are for convenience of reference only and do not alter the meaning or interpretation of this Agreement. **(e) Publicity.** Neither Party will issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party, except that either Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its or its affiliates' publicly-traded securities. Notwithstanding the foregoing, if either Party, or a third party, makes a public disclosure related to this Agreement that is false or damaging to a Party, the aggrieved Party will have the right to make a public response reasonably necessary to correct any misstatement, inaccuracies or material omissions in the initial and wrongful affirmative disclosure without prior approval of the other Party. Neither Party will be required to obtain consent pursuant to this article for any proposed release or announcement that is consistent with information that has previously been made public without breach of its obligations under this clause. **(f) Relationship of Parties.** The Parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by this Agreement. Neither Party has the right to bind or obligate the other. **(g) Remedies.** Except where specified to the contrary, the express remedies provided in this Agreement for breaches by Intelligrated are in substitution for remedies provided by law or otherwise. If an express remedy fails its essential purpose, then Customer's remedy will be a refund of the price paid. **(h) Severability.** If any provision or portion of a provision of this Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected. The Parties may agree to replace the stricken provision with a valid and enforceable provision. **(i) Subcontractors.** Intelligrated has the right to subcontract its obligations under this Agreement. Use of a subcontractor will not release Intelligrated from liability under this Agreement for performance of the subcontracted obligations. **(j) Survival.** Provisions of this Agreement that by their

nature should continue in force beyond the completion or termination of the Agreement, or any associated orders, will remain in force. **(k) Third Party Beneficiaries.** Except as expressly provided to the contrary in this Agreement, the provisions of this Agreement are for the benefit of the Parties only and not for the benefit of any third party. **(l) Waiver.** Failure of either Party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver of any provisions hereunder. **(m) Customer Caused Delay.** Intelligrated will not be liable for delays caused by Customer. Prices and other affected terms will be adjusted to offset impacts caused by a Customer caused delay.

(o) Change in Control. Change in Control - means any of the following, whether in a single transaction or a series of related transactions and whether or not Customer is a party thereto: (i) a sale, conveyance, transfer, distribution, lease, assignment, license or other disposition of all or substantially all of the assets of Customer that results in a change in the effective control of the Customer; (ii) any consolidation or merger of Customer or its controlling affiliates, any dissolution of Customer or its controlling affiliates, or any reorganization of one or more of Customer or its controlling affiliates; or (iii) any sale, transfer, issuance, or disposition of any equity securities or securities or instruments convertible or exchangeable for equity securities (collectively, "Securities") of Customer or its controlling affiliates in which the holders of all of the Securities that may be entitled to vote for the election of any member of a board of directors or similar governing body of Customer or such controlling affiliate immediately prior to such transaction(s) hold less than fifty percent (50%) of the Securities that may be entitled to vote for the election of any such member in such entity immediately following such transaction(s). Upon occurrence of one or more Change in Control events Customer shall notify Intelligrated and Intelligrated may, at its sole discretion, terminate the Agreement with 30 days written notice.

(p) Data Access. "Input Data" means data and other information that Customer or persons acting on Customer's behalf input, upload, transfer or make

accessible in relation to, or which is collected from Customer or third party devices or equipment by, the Product and/or Service.

Intelligrated and its affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop Intelligrated products or services. Intelligrated and its affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Customer.

25. Intellectual Property Rights Including Patents.

Customer recognizes that all rights or industrial ownership either intellectual or other, relating to services, to Products, or other manufacture belong either to Intelligrated or its affiliates, subsidiaries or other divisions or units. The contractual relationship between Intelligrated and Customer only allows the Customer the right to use the Products, and no rights to either modify or reproduce.

26. Trademark. Customer agrees not to remove or alter any indicia of manufacturing origin contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast or machined components.

27. Data Privacy. For purposes of this Agreement, “Applicable Data Privacy Laws” means applicable data protection, privacy, breach notification, or data security laws or regulations; “Personal Data” is any information that is subject to, or otherwise afforded protection under, Applicable Data Privacy Laws and that relates to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, or as that term (or similar variants) may otherwise be defined in Applicable Data Privacy Laws.

Each Party may process Personal Data in the form of business contact details relating to individuals engaged by the other Party or its affiliates (“Staff”) for the purposes of performing each Party’s obligations under this

Agreement and managing the business relationship between the Parties, including their business communication (“Purposes”).

The Parties will process such Personal Data as independent data controllers in accordance with the terms of this Agreement and Applicable Data Privacy Laws. Each Party will comply with the following: (a) ensure the lawfulness of their data collection and the lawfulness of data transfer to the other Party; (b) implement appropriate security measures to protect Personal Data provided by the other Party against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or (remote) access; (c) protect Personal Data provided by the other Party against unlawful processing by its Staff, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the Purposes; (d) prior to any transfer of Personal Data, impose all obligations on third parties involved, as required by this Agreement and Applicable Data Privacy Laws; and (e) securely delete such Personal Data once it is no longer required for the Purposes.

Each Party shall be responsible for providing necessary information and notifications required by Applicable Data Privacy Laws to its Staff. For purposes of clarity, Intelligrated will process any Personal Data concerning the other Party’s Staff in accordance with its website privacy statement, which may be amended from time to time and is accessible at <https://www.honeywell.com/en-us/privacy-statement>, and the other Party shall furnish Intelligrated’s privacy statement to any of its Staff whose Personal Data is so provided to Intelligrated by the other Party Where appropriate and in accordance with Applicable Data Privacy Laws, each Party shall inform its own Staff that they may exercise their rights in respect of the processing of their Personal Data against the other Party by sending a request with proof of identity to the other Party’s address set forth in this Agreement or provided otherwise by the other Party in this regard.

Where a Party’s Personal Data are transferred to a country that has not been deemed to provide an adequate level of protection for Personal Data by Applicable Data Privacy Laws, the other Party will either enter into or apply legally recognized

international data transfer mechanisms, including: (1) Standard Contractual Clauses adopted or approved by the competent supervisory authority or legislator; (2) binding Corporate Rules which provide adequate safeguards; or (3) any other similar program or certification that is recognized as providing an adequate level of protection in accordance with Applicable Data Privacy Laws.

28. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, communications, or representations, either verbal or written between the Parties hereto. Any oral understandings are expressly excluded. This Agreement may not be changed, altered, supplemented or added to except by the mutual written consent of the Parties' authorized representatives.

29. **Obsolescence.** For purposes of this Agreement, obsolete means a Products' status declared by Intelligrated, at its sole discretion, based on a Product becoming superseded, discontinued or reduced in manufacture. If Intelligrated determines that some or all of the requirements of this Agreement can no longer be satisfied due to an obsolescence issue, Intelligrated will promptly notify Customer of the obsolescence. Intelligrated will have no liability for Products declared obsolete.

30. **Sanctions.** Customer represents, warrants, agrees that: Customer is not a "Sanctioned Person," meaning any person or entity : (i) named on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") list of "Specially Designated Nationals and Blocked Persons," "Sectoral Sanctions Identifications List" or other economic sanctions lists issued pursuant to a United States governmental authority, the European Union Common Foreign & Security Policy or other governmental authority; (ii) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction that is the subject of sanctions administered by OFAC or the U.S. Department of State (each a "Sanctioned Jurisdiction" and including, at the time of writing, Cuba, Iran, North Korea, Syria, and the Crimea, so-called Donetsk People's Republic, or so-called Luhansk People's Republic regions of Ukraine/Russia); or (iii) owned or

controlled, directly or indirectly, 50% or more in the aggregate by one or more Sanctioned Persons. Customer is in compliance with and will continue to comply with all economic sanctions laws administered by OFAC, the U.S. Department of State, the European Union, or the United Kingdom ("Sanctions Laws"). Customer will not involve any Sanctioned Persons or group of Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Customer will not take any action that would cause Intelligrated to be in violation of Sanctions Laws.

Customer will not sell, export, re-export, divert, or otherwise transfer, any Intelligrated products, technology, or software: (i) to any Sanctioned Persons; or (ii) for purposes prohibited by any sanctions program enacted by the U.S Government. Customer's failure to comply with this provision will be deemed a material breach of the Agreement, and Customer will notify Intelligrated immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Customer agrees that Intelligrated may take any and all actions required to ensure full compliance with all sanctions laws without Intelligrated incurring any liability.

31. **Anti Bribery Anti Corruption.** Intelligrated is subject to national and international laws prohibiting bribery and corruption. Because Intelligrated is a US company, Employees, Companies, Intelligrated-controlled Joint Ventures and Joint Bidding Arrangements, as well as any third party acting on Intelligrated's behalf must comply with the US Foreign Corrupt Practices Act ("FCPA") and similar anticorruption laws applicable in the countries where Intelligrated operates.

Customer certifies that has read, understands, and agrees to abide by the provisions of, the Intelligrated Code of Business Conduct which is available at: <https://www.honeywell.com/who-we-are/integrity-and-compliance> and Honeywell Anticorruption Policy <https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/Anticorruption%20Policy%202066%20pdf.pdf>

The Customer agrees that in connection with its activities under this Agreement, neither the

Customer nor any agent, affiliate, employee, or other person act on its behalf will offer, promise, give or authorize the giving of anything of value, or offer, promise, make or authorize the making of any bribe, rebate, payoff, influence payment, kickback or other unlawful payment, to any government official or political party in order to obtain or retain business, gain any unfair advantage or influence any government official decision.

If Intelligrated has reason to believe that the provisions of this agreement may have been violated, Intelligrated and its authorized representatives will have the right to audit, examine and make copies of all records that relate to this Agreement including, but not limited to, financial, legal, tax, accounting, operational, labor, and regulatory information.

The Customer will retain and preserve all records and materials including invoice records, pertaining to the Goods provided under with this Purchase Order for a period of 3 (three) years after the termination of this Agreement or for the period prescribed by applicable law, whichever period is longer. In the event that Intelligrated determines, in its sole discretion, that the Customer has engaged in conduct that violates the Intelligrated Anticorruption Policy or its applicable anti-corruption laws and regulations, Intelligrated immediately shall have the right to terminate the agreement.

If the Customer learns of any violations of the above anticorruption provisions in connection with the performance of this agreement, it will immediately advise Intelligrated's (a) Chief Compliance Officer (b) any member of the Integrity and Compliance Department (c) Intelligrated Access Integrity Helpline (AccessIntegrityHelpline@honeywell.com) and/or the (d) Business Sponsor or Strategic Business Group President. Customer agrees to cooperate fully with any Intelligrated investigation, audit or request for information.

32. **Economic Surcharges.** Intelligrated may, from time to time and in its sole discretion, issue surcharges on this Agreement in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other

circumstances that increase Intelligrated's costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges").

Intelligrated will invoice Customer, through a revised or separate invoice, and Customer agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this Agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Intelligrated may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved.

The terms of this section shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

Terms specific to system projects where Intelligrated is installing the Product.

33. **Pricing.** (a) Pricing. All Products will be sold at the price listed in the statement of work, proposal or Order. In the event no price is listed, Products will be sold at Intelligrated's then-standard price for such Product. Any taxes listed in any statement of work, proposal or Order are estimated unless otherwise specifically referenced (b) If a Product included in the design of a system, becomes obsolete or cannot reasonably be obtained or manufactured due to an event of Force Majeure, Intelligrated will use best efforts to substitute the Product and address such in a Change Order (c) In addition to any other provisions herein, Intelligrated is not responsible for any Product that is damaged or nonconforming, where such damage or nonconformance is caused by failure or surge of electrical power, environmental or building condition, or Customer's systems. (d). "Work" shall mean collectively the Products and Services. "Worksite" shall mean the location where the Work will be performed. "Building" shall mean the building where the Work will be performed.

34. **Security Interest.** Intelligrated retains a security interest in the Work until the Purchase Price has been paid. Customer, without further consideration, will execute or provide any additional documentation or declarations needed, to perfect and protect Intelligrated's security interest in the Work. Intelligrated may file notices required to perfect its lien rights to secure Customer's payment.
35. **Installation of Goods.** If the Work includes installation, Intelligrated will obtain the permits or approvals required for the installation. Customer will reimburse Intelligrated for its costs therefor. Customer authorizes disclosure of the Agreement to the extent required to obtain permits or approvals. Unless specifically set forth otherwise in the Agreement, Customer will be responsible for obtaining all other necessary permits, approvals, assessments, licenses or the like for the Worksite.
36. **Project Management.** The Intelligrated will have sole responsibility and control over the manner and means of performing the Work and for coordinating all portions of the Work under the Agreement, unless the Agreement provides specific instructions otherwise. Intelligrated will supervise and direct the Work and will have sole responsibility for supervision of its subcontractors and Customer will not interfere with or provide direction to any Intelligrated subcontractor or supplier. Customer will appoint one project manager who will represent the Customer in coordinating the Work, providing Building and Worksite access and approve any required Change Orders. Customer will ensure that other contractors at the Worksite do not interfere with Intelligrated's ability to perform the Work.
37. **Building and Worksite Conditions.** Customer will be responsible for all Building and Worksite conditions as listed below or as more specifically set forth in the Agreement at Customer's expense. Any building modifications required to support or accommodate the Work, including but not limited to beams or footers, are the responsibility of Customer. Prior to the date the Goods are to be delivered to the Worksite or the Work is to begin under the Project Schedule, Customer will ensure that (i) the Building is substantially complete, is enclosed, dry and covered, and has temperature controls in place adequate to maintain the ambient temperature between 40 and 85 degrees Fahrenheit, (ii) adequate lighting is available and operational, (iii) Building is properly grounded and 120 VAC, 60HZ 1 phase power is available and operational, (iv) if floors are to be sealed, sealing is complete and cured, (v) clear and permanent floor space is available to receive, stage, store and pre-assemble the Work within 150 ft. of the receiving dock, (vi) paved permanent exterior delivery access is available with access to two dock doors with secured dock leveler/portable fork truck ramp for exclusive use by Intelligrated, (vii) the Building is secure, and (viii) any additional requirements set forth in the Agreement are complete. Adequate interior space will be allocated for an office space for exclusive use by Intelligrated. Customer will provide a secure location for Intelligrated to store its tools and equipment. Intelligrated's Work does not include removal or relocation of any hazardous materials (including but not limited to asbestos or polychlorinated biphenyl) and if Intelligrated encounters such at the Worksite, Customer will promptly remove at Customer's expense. Unless otherwise specifically set forth in the Agreement, the Goods and Equipment are designed to operate in a dry, humidity and temperature controlled environment between 40 degrees and 104 degrees Fahrenheit. Customer is responsible for maintaining such environmental conditions during installation and thereafter. Any adjustment to Purchase Price or Project Schedule due to Building or Worksite conditions will be addressed in a Change Order.
38. **System Safety.** Intelligrated will make reasonable efforts to minimize system operational safety issues consistent with applicable sections of the following U.S. industry safety standards for conveyors and related equipment: (a) American Society of Mechanical Engineers (ASME) – ASME B20.1 – Safety Standard for Conveyors and Related Equipment (b) American National Standards Institute (ANSI) – ANSI B11.19 – Performance Criteria for Safeguarding (except for bottom guarding which will comply with CEMA Guideline Safety Best Practices (SBP) 004, supplemental guarding for unit handling conveyors) (c) National Fire Protection Association (NFPA) – NFPA 70 – National Electrical Code (d) National Fire Protection Association (NFPA) – NFPA

79 – Electrical Standard for Industrial Machinery (e) American National Standards Institute / Robotics Industry Association (ANSI/RIA) – ANSI/RIA R15.06 – Industrial Robots and Robot Systems – Safety Requirements (f) Conveyor Equipment Manufacturers Association (CEMA) – CEMA Standards and SBPs. Intelligrated, at its sole discretion, may deviate from the referenced industry safety standards when reasonably necessary to account for site specific conditions, other factors that are outside of Intelligrated's control, or obligations set forth in the scope of Work. It is Customer's responsibility to address all operational safety issues in its site-specific safety plan. Unless specifically set forth in the Agreement, compliance with additional regulations beyond those mentioned above is not included. Any such additional protocols, requirements or guidelines which Intelligrated is requested to comply with must be provided to Intelligrated. Thereafter, Intelligrated will notify Customer if there are material changes to Intelligrated's costs, schedule and/or planned execution of safety practices for this Work and submit a change order addressing the material changes.

39. **Customer Safety.** OSHA and Industry Safety Standards Compliance by Customer. The commitment of Customer to the safe use and operation of the equipment and systems is required to minimize or reduce the risk of injury to Customer's employees or damage to Customer's property and equipment.

40. **Insurance.** (a) Intelligrated will maintain insurance which includes: Workers Compensation, according to applicable law and Employers Liability with a limit of \$1,000,000 per occurrence; and Commercial General Liability with a limit of \$5,000,000 per occurrence and annual aggregate for bodily injury and property damage, including products and completed operations and contractual liability. Such insurance will be with insurers maintaining an AM Best rating of A- VII or better. Intelligrated will, at Customer's request, furnish evidence of such insurance in the form of a memorandum of insurance. If Intelligrated will be providing Services at the Worksite, upon reasonable request from Customer, Intelligrated will provide a Certificate of

Insurance evidencing such coverage and will name Customer as an additional insurance and if applicable, list the owner or landlord of the Building and/or Customer's general contractor as additional insured. Intelligrated may satisfy the foregoing obligations with any combination of self-insurance, primary liability and umbrella excess liability coverage. (b) Customer will maintain with respect to the Worksite, real property casualty and liability insurance, in such types and amounts no less than the following: (i) all-risk property insurance providing coverage not less than the full replacement cost value of such buildings; (ii) commercial general liability insurance, insuring Customer against any and all liability for injury to or death of a person or persons, caused by or in connection with the Worksite, and including contractual liability coverage for Customer's indemnity obligations under this Agreement, to afford protection with a minimum combined single limit of liability of at least \$5,000,000; and (iii) workers' compensation and similar insurance offering statutory coverage and containing statutory limits and employer's liability insurance.

**Intelligrated standard terms and conditions Canada
Pub 08/28/2026**