STANDARD TERMS AND CONDITIONS

The following are the terms and conditions (the "Terms") under which the applicable Porsche group company in North America ("Porsche") agrees to engage Contractor, and Contractor agrees to be engaged by Porsche, to perform the Services as provided in the Agreement (as defined below).

Article I. The Agreement

Section 1.01 Acceptance of the Agreement. Contractor's assent to these Terms shall be conclusively presumed by Contractor's execution of a service agreement (such document, together with these Terms and any addendums or additional documentation, the "Agreement") or by Contractor's commencement of the Services. No provision of any order form, invoice or expression of acceptance of Contractor that conflicts with these Terms or that would create any additional obligation or liability for Porsche shall have any force unless explicitly countersigned by Porsche.

Section 1.02 Services and Non-contracted Services. Contractor shall provide all labor, materials, equipment, and other items necessary for the proper execution and completion of the Services. Services not covered by the Agreement shall not be performed by the Contractor. Contractor shall not make any claim for services rendered that are outside the scope of work specified in the Agreement. If Porsche requests modified or additional Services, Contractor shall provide Porsche with an estimate of changes to the compensation payable and the impact upon the schedule for completion of the Services, if any. Additional services may only be added by an amendment signed by both parties.

Article II. Contractor Representations, Warranties and Covenants

Section 2.01 Compliance with Laws. Contractor represents and warrants to Porsche that it has complied, and will continue to comply, with all applicable local, state, and federal laws, regulations, and ordinances. Contractor has and shall maintain in effect all licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement including, without limitation, those related to business permits and licenses that may be required in connection with the performance of the Services and those related to employment law including, without limitation, the Federal Social Security Act, State and Federal Unemployment Insurance Act, Wage and Hour Laws, the "e-verify" provisions of all federal and state laws, and all immigration laws. Contractor represents and warrants to Porsche that it will comply with the terms and conditions of Porsche Code of Conduct for Business Partners, which is available at https://www.porsche.com/usa/legal/compliance/. Contractor shall take all necessary and appropriate measures to combat corruption and avoid any other violation of the law, in particular violations of antitrust law, competition law, and environmental protection law. Contractor shall take the appropriate organizational (including, but not limited to, appropriate legal or contractual) measures to prevent its legal representatives, employees, subcontractors, consultants or other third parties acting on its behalf from becoming liable to prosecution for committing or failing to act in light of, for example, bribery, corruptibility, granting of undue benefits, acceptance of undue benefits, money laundering, fraud or embezzlement. In the event sufficient reason exists to suspect a violation of law in relation to the Agreement, Contractor must inform Porsche without undue delay and identify which measures it is taking to remedy such violation and prevent future violations. Failure to inform of or remedy any violation shall be cause for termination of the Agreement by Porsche.

Section 2.02 Protection of Services, Property, and Persons. Contractor represents and warrants that it will adequately protect its own property from damage, will protect Porsche's property from damage or loss, and will take all necessary precautions during the progress of the Services to protect all persons and the property of others from injury or damage. Contractor will take all precautions for the safety of employees, and will comply with all applicable provisions of federal, state, and local safety laws, building codes, and any restrictions of Porsche to prevent accidents or injury to persons on, about, or adjacent to the premises where Services are being performed. Contractor will also keep all computers that it uses for the Services, and all data contained on all such computers, safe and secure at all times.

Section 2.03 Warranty. Contractor represents and warrants to Porsche (a) that all Services (i) will be performed in a prompt, professional, and workmanlike manner in accordance with the requirements and specifications (including timeframes) set forth in the Agreement, (ii) will otherwise be performed in accordance with industry standards, and (iii) will conform in all material aspects with all applicable laws and regulations in force at the time the Services are performed and (b) that Contractor has the expertise and resources necessary to undertake and complete the Services in accordance with the requirements and specifications (including timeframes) set forth in the Agreement.

Section 2.04 Lawful Owner; No Violation. Contractor represents and warrants that Contractor is the lawful owner or licensee of any software programs or other materials used by Contractor (and not furnished by Porsche) in the performance of the Services and has all rights necessary to convey to Porsche the unencumbered ownership of materials generated or developed hereunder and that title to such materials transferred hereunder shall be good and free and clear of all liens, claims, and encumbrances. Contractor further represents and warrants that its Services will not violate the terms of any contracts with or other obligations to third parties, or any third-party rights in any patent, trademark, service mark, copyright, trade secret, or similar right.

Section 2.05 Business Continuity. In order to ensure that Contractor is able to comply with the Agreement, Contractor represents and warrants that it shall maintain a comprehensive business continuity plan. Such plan shall include Contractor's detailed information technology disaster recovery tasks and ensure Contractor's critical business process continuity. The contents of such plan shall be made available to Porsche promptly upon request.

Section 2.06 Independent Contractor Relationship. It is understood and acknowledged that Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of Porsche. Porsche shall determine the Services to be done by Contractor, but Contractor shall determine the legal means by which Contractor accomplishes the Services. Porsche shall have the right to inspect the work of Contractor as it progresses solely for the purpose of determining whether the work is completed according to the applicable Statement of Work. Contractor has no authority to commit, act for or on behalf of Porsche, or to bind Porsche to any obligation or liability. Porsche is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payment it owes Contractor. Contractor is the sole employer of any Contractor resource, employee, servant or agent of Contractor and is responsible for ensuring compliance with all federal, state, and local laws, regulations, or ordinances in relation to its employees, servants, and agents. Neither Contractor nor any of its employees, servants, or agents shall be entitled to receive any benefits which employees of Porsche are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, state disability premiums, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security for or related to performance of Services for Porsche.

Section 2.07 Taxes and Workforce. The fees set forth in this Agreement shall cover and include all sales and use taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority on amounts payable by Porsche under this Agreement, and in no event shall Porsche be required to pay any additional amount to Contractor in connection with such taxes, duties, and charges, or any taxes imposed on, or regarding, Contractor's income, revenues, gross receipts, personnel, or real or personal property or other assets. Contractor shall pay and be solely responsible for all fees, assessments, sales, consumer, general excise, use, and other taxes required by federal, state, or local law related to the Services. Contractor shall be solely responsible for paying its employees, servants, and agents involved in performing the Services. Contractor shall be solely responsible for paying any and all taxes, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, and other benefits for Contractor and its employees, servants, and agents.

Section 2.08 Contractor's Risk. Contractor shall perform the Services at its own risk. Contractor assumes all responsibility for the condition of tools, equipment, materials, and job site. Porsche will not reimburse Contractor for any expense incurred by Contractor in connection with the Services, including car-related expenses, telephone expenses, and any other expenses, unless Porsche shall have given advance written approval for such expense to be reimbursed by Porsche.

Section 2.09 Subcontractors. Contractor shall not subcontract any of its obligations or duties under the Agreement without the prior written consent of Porsche. If any subcontractor is approved, Contractor will ensure that it continually maintains written contracts with any subcontractors that comply with at minimum the obligations contained within this Agreement applicable to Contractor as if such obligations were directly applicable to such subcontractor. At all times Contractor be responsible to Porsche for the acts of such subcontractors and shall be liable for any claims such subcontractors may have arising out of their performance of services.

Section 2.10 Authority. Contractor represents and warrants that (i) it has all requisite power and authority to execute, deliver, and perform its obligations under the Agreement, (ii) the execution, delivery, and performance of the Agreement have been duly authorized and (iii) no approval, authorization, or consent of any governmental or regulatory authority is required for Contractor to enter into and perform its obligations under the Agreement.

Section 2.11 Indemnity.

(a) Contractor will indemnify, defend, save, and hold harmless Porsche, its affiliates, and their respective shareholders, directors, officers, partners, joint ventures, representatives, members, designees, agents, employees, volunteers, successors and assigns (collectively, "*Indemnified Parties*") from and against any and all claims, causes of action, losses, damage, liabilities, awards, judgments, decrees, costs, and expenses (including but not limited to attorneys' fees and costs, and consequential damages) that arise or in any way grow out of or are connected with the breaches, acts, or omissions of Contractor, or the Contractor's employees or agents (collectively the "*Claims*"), including but not limited to those arising (i) from the death of or injury to any person, (ii) from damage to or destruction of any property, (iii) from breach of any obligation under the Agreement, or (iv) from the provision of Services by Contractor or any of its employees, servants, contractors, subcontractors, volunteers, or agents. Notwithstanding the foregoing to the contrary, Contractor shall not be obligated to indemnify, defend, or hold harmless an Indemnified Party to the extent a claim is found to be due to the gross negligence or willful misconduct of Porsche or anyone for whom Porsche is responsible.

(b) Contractor shall also defend all suits or claims and shall hold and save all Indemnified Parties harmless from liability of any nature or kind, including costs or expenses, for or on account of any allegations by third parties of infringement of a copyright, patent, or trademark related to any of Services or to any deliverable under the Agreement that contains or was developed from information, specifications, ideas, work product, or other material furnished by Contractor or its agents, representatives, employees, or contractors.

(c) Contractor agrees that its duty to indemnify, defend, hold Porsche, its directors, officers, agents, and employees harmless extends to any employment-related claim (including but not limited to joint employment or co-employment) asserted by or involving any Contractor resource, employee, servant or agent of Contractor against or involving Porsche, its affiliates and their respective directors, officers, agents, or employees.

(d) Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after the Agreement expires or is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters that are indemnified hereunder are fully and finally barred by applicable laws. Contractor shall not enter into any settlement without Porsche's or the applicable Indemnified Party's prior written consent.

Section 2.12 Audit. Contractor shall maintain, in accordance with generally accepted accounting principles and practices, such records as may be necessary to reflect (a) the accuracy of Contractor's charges and invoices under the Agreement, (b) Contractor's established business, (c) Contractor's compliance with all representations and warranties contained in the Agreement, and (d) such other additional records as Porsche may require in connection with the Services. Contractor shall preserve such records for a minimum of 3 years after the date of final payment under the Agreement without additional reimbursement or compensation therefor. Promptly after Porsche's request, Contractor shall provide Porsche with copies of all such documents reasonably requested by Porsche. Porsche shall also have the right from time to time, at any time during the performance of the Services or at any time after completion of the same, upon reasonable notice, to inspect, audit, and verify all books and records kept by Contractor in connection with the Agreement. Porsche shall have the right to visit, observe, audit, and inspect, during Contractor's normal business hours, Contractor's offices and production and related facilities utilized to provide the Services. The foregoing rights of Porsche shall be specifically enforceable and in addition to, and not in limitation of, any of the remedies that Porsche may have.

Article III. Payments to Contractor

Section 3.01 Payments. Porsche will pay Contractor for Services within thirty (30) days of receipt of a correct and undisputed invoice, unless otherwise specified in a purchase order or scope of work. Subject to Porsche prior approval, Contractor may seek reimbursement from Porsche for pass through expenses incurred while performing Services by submitting supporting documentation (*e.g.*, receipt or invoice) to Porsche. Porsche will not be obligated to pay for any invoices that are outside the scope of the Agreement. If Contractor is purchasing goods or services on Porsche's behalf, Contractor agrees to abide by Porsche's procurement rules listed in the Procurement Addendum, if any.

Section 3.02 Payments Withheld.

(a) Porsche may decline to make a payment hereunder to the extent necessary to avoid loss because (1) Contractor is in default of the Agreement and has not remedied the default, (2) a third party claim is filed with respect to the Services, (3) damage to Porsche's property, or (4) unsatisfactory delivery or performance of the Services by Contractor, as determined by Porsche.

(b) When all the conditions to payment referred to in Section 3.02(a), above, are remedied to the reasonable satisfaction of Porsche, then payment shall be made thereafter to the extent of amounts withheld as a result of such deficiencies.

(c) Porsche will notify Contractor in writing of any disputed charges on an invoice and shall not make payment on such invoice until such time as the dispute is resolved and if necessary, a replacement invoice is issued. If Contractor desires, it may in the interim issue a new invoice to reflect the undisputed amount for payment and then upon resolution of the dispute, if required, issue a second invoice for the remaining amount owing. Porsche does not and cannot make partial payments of invoices.

Article IV. Insurance

Section 4.01 Types and Amounts. Contractor shall, and if applicable shall require its subcontractors to, throughout the entire term of this Agreement, including any renewal terms, procure and maintain, at its own cost and expense, insurance policies with sufficient coverage to insure all its duties and responsibilities under this Agreement, including but not limited to at the minimum the following types of insurance coverage with a United States insurance company having an A.M. Best Rating of A-X or higher:

(a) Workers' Compensation ("WC") with coverage as prescribed by the law(s) of the jurisdiction(s) where Contractor shall be performing under this Agreement, in amounts not less than statutory requirements even if such coverage is elective. If Services are to be performed in monopolistic states (including North Dakota, Ohio, Washington and/or Wyoming), Contractor will participate in the appropriate state fund(s) to cover all eligible employees and shall carry Stop Gap Employers Liability for such states with limits of $1,000,000 each accident or disease. If applicable, this policy shall contain a Special Coverage Extension "Alternate Employer" endorsement providing that a worker's compensation claim brought against the Porsche by a Contractor's employee shall be treated as a claim against the Contractor.

(b) Employers Liability (including Occupational Disease) insurance coverage with limits of not less than $1,000,000 that shall cover all of Contractor's employees engaged in the performance of the Services;

(c) Commercial General Liability ("CGL") shall be carried and maintained for a period of up to two (2) years after the later of the completion of work or the expiration of this Agreement written on an occurrence basis on Insurance Services Office (ISO) Form CG 00 01 or its equivalent, including but not limited to, liability coverage for bodily injury (including death); property damage (including loss of use); personal and advertising Injury; liability coverage for products, completed operations, premises, on-going operations; coverage for care, custody or control; and contractual liability coverage, including coverage for insured contracts and tort liability of another assumed by Contractor with minimum limits of $1,000,000 per occurrence , $2,000,000 general aggregate, $1,000,000 Completed Operations/Products Liability aggregate, $1,000,000 Personal and Advertising Injury limit. ; and

(d) Such other insurance listed in the Insurance Addendum, if any.

The costs of insurance, including any deductibles, and self-insured retentions shall be the responsibility of Contractor. The obligation of Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations, and it is understood that insurance in no way limits the liability of the Contractor whether or not the same is covered by insurance. If any subcontractor or assignee is engaged by Contractor to perform any portion of the Services, Contractor will ensure that such subcontractors or assignees maintain the same levels of insurance as required by Contractor under the Agreement. The provisions and limits of coverage specified shall in no way limit the liability of Contractor under this Agreement. Contractor shall remain solely and fully liable for the full amount of any claim or item falling within Contractor's assumed liabilities and obligations hereunder, which are not compensated by insurance. For any policy written on a claims-made basis or changing from an occurrence basis form to a claims-made form, such policy shall have a retroactive date preceding the start of services under this Agreement and the retroactive date shall be disclosed on the certificate of insurance. Contractor shall continuously maintain or purchase an extended reporting period (tail coverage) for a period of at least 3 years following the expiration of this Agreement.

Section 4.02 Endorsements. The Commercial General Liability policy shall include Porsche, their affiliates, subsidiaries, officers, directors, employees and agents and as additional insureds. All insurance policies shall be primary and non-contributory basis over any insurance, deductibles, self-insured retentions and/or self-insurance maintained by the additional insureds, in support of Contractor's indemnity obligations under this Agreement. All such policies shall include severability of interests/separation of insureds provisions and shall not contain any cross-suit liability exclusions. The Commercial General Liability and Workers' Compensation policies shall include a provision requiring Notice of Cancellation at least thirty (30) days in advance, by endorsement using ISO form IL 70 35 06 08 or its equivalent naming Porsche or providing coverage on a blanket basis per written contractual obligation To the extent allowed by law, Contractor shall waive, and shall require its insurers to endorse all policies to waive, any right of recovery, under subrogation or otherwise, in favor of Porsche, their affiliates, subsidiaries, officers, directors, employees and agents, including any applicable self-insured retentions, deductibles, and/or self-insurance.

Section 4.03 Proof. Contractor shall furnish Porsche with certificates of insurance for all policies at or before commencement of the Term, and thereafter upon renewal of each policy. A copy of each endorsement shall be included with the Certificate of Insurance evidencing coverage. Contractor will also provide Porsche with Certificates of Insurance or copies of the insurance policies within fifteen (15) days after Porsche's request. Failure of Porsche to request such COI's or other evidence of full compliance with the insurance requirements or failure of Porsche to identify a deficiency shall not be construed as a waiver of Contractor's obligation to purchase and maintain such insurance. In the event Porsche has tendered a claim to Contractor or its insurer and the insurer has denied coverage to Porsche, Porsche shall have the right to receive copies of Contractor or its subcontractor's required policies.

Article V. Intellectual Property.

Section 5.01 Works for Hire.

(a) All writings or works of authorship, including without limitation program codes or documentation, inventions, designs, discoveries, methodologies, techniques, patents, trademarks, service marks, copyrights, trade secrets, and other intellectual property relating in any way to the business of Porsche or its affiliates that Contractor (either alone or in conjunction with others) conceives, makes, or obtains (whether during or outside of working hours) during the Term and related to the Services shall be considered a *"work made for hire"* and shall be upon creation the sole and exclusive property of Porsche. Contractor shall mark such materials with Porsche's copyright or other proprietary notice as directed by Porsche and shall take all actions deemed necessary by Porsche to perfect Porsche's rights therein. Notwithstanding the foregoing, to the extent that such materials cannot constitute a work made for hire under applicable law, or if Contractor should otherwise retain any rights to the materials, Contractor hereby irrevocably assigns and transfers to Porsche, and upon creation thereof automatically assigns and transfers, and irrevocably agrees to assign and transfer to Porsche from time to time, all right, title, and interest in and to the materials whenever created, including, without limitation, any and all copyright, trademark, service mark, patent, or other intellectual property rights and goodwill inherent therein or related thereto, all without any further consideration. Contractor will sign such other documentation as requested by Porsche from time to time to affirm or affect the assignments and transfers required by this paragraph, and Contractor hereby appoints Porsche as its attorney-in-fact, with power of substitution, to sign any and all such documents on behalf of Contractor. This is a power coupled with an interest and may not be revoked.

(b) Contractor shall retain all right, title and interest to its pre-existing or other intellectual property that is created outside of the provision of Services and not for the benefit of Porsche.

Section 5.02 Items Delivered by Porsche. All right, title, and interest in and to any software programs, systems, data, databases, designs, processes, procedures, formulas, improvements, and materials delivered to Contractor by Porsche are and shall remain the property of Porsche, its affiliates, or its licensors, as the case may be, and Contractor will return all such items to Porsche at the end of the Term and upon Porsche's request from time to time.

Article VI. Restrictive Covenants.

Section 6.01 Confidential Information. Each party may receive or has already received Confidential Information from the other party in discussions regarding the Agreement, and the transactions and other activities contemplated hereunder. The party disclosing its Confidential Information or making its Confidential Information available is the “Discloser,” and the party receiving the Discloser’s Confidential Information is the “Recipient.”

Section 6.02

(a) “Confidential Information” means all data and information, whether oral or written, in whatever form (including but not limited to physical, electronic, or digital), that is a trade secret under applicable law or that meets all of the following elements: (i) it relates to the Discloser’s business (which may include both data and information belonging to Discloser and data and information belonging to Discloser’s customers or vendors); (ii) it was disclosed to Recipient or of which Recipient became aware of as a consequence of its relationship with Discloser; (iii) it is of value to Discloser (or in the case of a customer’s or vendor’s data or information, of value to the customer or vendor); (iv) it is not generally known to Discloser’s competitors (or in the case of a customer’s or vendor’s data or information, not generally known to the customer’s or vendor’s competitors); and (v) it includes trade secrets, work papers, analyses, compilations, projections, studies, documents, terms, conditions, correspondence, facts, methods of operation, names of customers, price lists, financial information and projections, route books, personnel data, and similar information, including any such information that is derived or produced by Recipient or its partners, agents, employees, and other authorized representatives (collectively, its “Representatives”) that are derived from or contain Discloser’s Confidential Information. The term “Confidential Information” shall not include information that (1) has been voluntarily disclosed to the public by Discloser (or by the customer or vendor, if applicable), except where such public disclosure has been made by Recipient without authorization from Discloser; or (2) has been independently developed and disclosed by others; or (3) has otherwise entered the public domain through lawful means. The terms of the Agreement are included within each party’s Confidential Information.

(b) Recipient acknowledges, accepts, and agrees that (a) the Confidential Information is non-public and confidential and shall remain at all times the property of Discloser, (b) the disclosure of the Confidential Information to Recipient is for the sole purpose of enabling Recipient to perform under the Agreement, (c) Recipient shall not assert directly or indirectly any right with respect to the Confidential Information which may impair or be adverse to Discloser’s ownership thereof, and (d) Recipient will not make use of any portion of the Confidential Information or make reference in any way to the Agreement in any of its own sales, marketing, or product development efforts. Recipient understands that Discloser makes no representation or warranty, express or implied, as to the accuracy or completeness of its Confidential Information, and Recipient agrees that Discloser shall have no liability to Recipient or any other party resulting from any use or reliance on Confidential Information, except as otherwise provided in the Agreement.

(c) Recipient agrees that, upon expiration or earlier termination of the Agreement and for three years thereafter with respect to Confidential Information and, with respect to trade secrets, for so long as such information remains a trade secret, Recipient will hold Discloser’s Confidential Information and trade secrets in strict confidence and shall not disclose such information, in whole or in part, to any person (a) other than its Representatives who need to know such information in connection with Recipient’s performance under the Agreement, without the prior written consent of Discloser, or (b) as otherwise required by regulatory or legal authority; provided, however, that the party being required by regulatory or legal authority to disclose such information shall first provide the other party written notice of such request for information requiring disclosure of Confidential Information (which could include the existence of or the terms of the Agreement). Recipient agrees to inform its Representatives of the confidential nature of the Confidential Information and to require its Representatives to keep such information confidential. The provisions of this Section shall survive termination or expiration of the Agreement.

(d) All Confidential Information (including tangible copies and computerized or electronic versions thereof), except for that portion which consists of work papers, analyses, compilations, comparisons, studies, or other similar documents prepared by Recipient, shall be returned to Discloser or destroyed by Recipient, as appropriate, if requested by Discloser. That portion of the Confidential Information that consists of work papers, analyses, compilations, comparisons, studies, or other similar documents prepared by Recipient shall be held by Recipient, as appropriate, and kept confidential as provided above, or shall be destroyed by Recipient, as appropriate.

(e) To the maximum extent permitted by applicable law, any Confidential Information supplied by Discloser to Recipient before the execution of the Agreement and which is subject to disclosure restrictions in a prior agreement between the parties hereto shall remain subject to such disclosure restrictions in any such prior agreement, or to the provisions of this Section, whichever is more protective of the Confidential Information. Otherwise, any previously disclosed Confidential Information shall be governed by the terms and conditions set forth in this Section.

Section 6.03 Publicity. Contractor shall not at any time use Porsche's name or the name of any Porsche parent, subsidiary, or affiliate company or their respective trademarks, service marks, trade dress, or trade names in any advertising or publicity without the prior written consent of Porsche.

Section 6.04 Information Security. Porsche may, from time-to-time, through its employees or its authorized agents, conduct information security audits of Contractor, which may occur on a regular or special basis, at Porsche's sole discretion. During each such audit, Porsche may review any information security documents of Contractor (or of any person or entity employed, retained, or used by Contractor) which are related to Contractor's obligations or performance under the Agreement. During each such audit, Contractor shall promptly provide Porsche full access to hardware and other information security-related items reasonably necessary for Porsche to conduct such audit. Porsche shall give Contractor advance notice of each audit and work with Contractor to schedule the audit to be conducted at a time or times mutually agreeable to Porsche and Contractor. Depending on the nature of the Services, Porsche may require Contractor to agree to its Data Security Addendum (the "Addendum"), which details Porsche's data security requirements and shall be incorporated as part of the Agreement. Contractor agrees to comply with the Addendum if so requested by Porsche. If there is any conflict between the confidentiality provisions of Section 6.01 and those in the Addendum, the Addendum controls with respect to Porsche's Confidential Information.

Section 6.05 Remedies for Breach.

(a) Contractor agrees that if Contractor violates any provision of this Agreement, Porsche shall, in addition to any damages to which it is entitled, be entitled to immediate injunctive relief or other equitable remedy against Contractor prohibiting further actions inconsistent with the Contractor's obligations under this Agreement. Such remedy shall not be the exclusive remedy for any breach of this Agreement but shall be in addition to all other rights and remedies available at law or in equity. Failure to exercise any right or remedy shall not be construed as a waiver or release thereof.

(b) In the event Contractor fails to satisfactorily perform any of the Services on a timely basis, Porsche shall have the right, without prejudice to any other rights or remedies it may have under this Agreement or any applicable Statement of Work, to take one or more of the following steps:

(i) Suspend Contractor's right and obligation to complete its performance of the Services until such time as the Contractor is able to demonstrate to Porsche's reasonable satisfaction that the Contractor can satisfactorily meet its obligations under this Agreement;

(ii) Itself provide and engage a replacement service provider to provide any or all of the delayed or unsatisfactory Services;

(iii) Assign one or more of its representatives to supervise and work with the Contractor to correct and mitigate the effects of the Contractor's breach;

(iv) In accordance with Section 3.02, withhold payment of any amounts otherwise due to the Contractor in a sufficient amount to set off against any damages caused to Porsche as a consequence of the Contractor's breach.

(v) To the extent a Porsche is required to seek enforcement of this Agreement or otherwise defend against an unsuccessful claim of breach, the Contractor shall be liable for all attorney's fees and costs incurred by Porsche to enforce the provisions of this Agreement.

(vi) All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Despite the previous sentence, the Parties intend that the Contractor's exclusive remedy for Porsche's payment breach shall be its right to damages equal to its earned but unpaid fees.

Article VII. Termination

Section 7.01 Termination. Porsche may terminate the Agreement or the performance of any of the Services under the Agreement, in whole or in part, with or without cause in Porsche’s sole discretion without liability [except for required payment for Services rendered, and reimbursement for authorized expenses incurred, prior to the termination date], with thirty (30) days’ written notification to Contractor. Porsche may terminate the Agreement immediately however, should Contractor fail to perform any of its obligations hereunder, including timely completion of the Services in a workmanlike manner. Upon notification of termination, and except as otherwise directed by Porsche, Contractor shall (a) stop the terminated Services, (b) incur no further expenses in connection with the terminated Services; and (c) terminate all orders, statements of work, and subcontracts subject to this Agreement.

Section 7.02 Payment Obligations Upon Termination. If Porsche terminates the Agreement or any of the Services thereunder, Porsche will pay Contractor for Services completed in compliance with the Agreement (as determined by Porsche) to the extent not yet paid, subject to Porsche’s offset and redemption rights. If Porsche has pre-paid for Services that were not completed at the time of termination, unless otherwise specified in the Agreement, Contractor shall refund Porsche a pro-rata portion of the fees/price paid for Services for those Services not yet performed.

Section 7.03 Offset. Porsche may offset or redeem against any sums due or to become due Contractor any amounts owed by Contractor to Porsche together with all costs incurred by Porsche, and all damages that result from Contractor’s breach of the Agreement, in pursuing any of Porsche’s remedies against Contractor.

Section 7.04 Obligations upon Termination. Upon expiration or termination of the Agreement or any of the Services for any reason, Contractor shall:

(a) At Porsche’s request and at no additional cost to Porsche, provide transition assistance services as reasonably requested by Porsche for a period of up to ninety (90) days after the Term to facilitate the orderly transfer of responsibility for the Services that were being provided under the Agreement.

(b) Deliver to Porsche all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Contractor in the course of performing the Services for which Porsche has paid.

(c) Return to Porsche all Porsche-owned property, equipment, or materials in its possession or control.

(d) Remove any Contractor-owned property, equipment, or materials located at Porsche's locations.

(e) Deliver to Porsche, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Porsche's Confidential Information.

(f) On a pro rata basis, repay all fees and expenses paid in advance for any Services which have not been provided.

(g) Permanently delete all of Porsche's Confidential Information from its computer systems.

(h) Certify in writing to Porsche that it has complied with the requirements of this Section 7.4.

Article VIII. Limitation of Liability, and Consequential Damages.

Section 8.01 Limitation of Liability. Other than its payment obligations hereunder, Porsche's maximum liability under the Agreement shall be limited to the aggregate annual compensation payable by Porsche to Contractor under the Agreement.

Section 8.02 No Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, EXTRAORDINARY, OR CONSEQUENTIAL DAMAGES UNDER THE AGREEMENT.

Article IX. Miscellaneous

Section 9.01 Time and Warranties. Time is of the essence of the Agreement. The express warranties in the Agreement are in addition to any provided to Porsche by applicable law.

Section 9.02 Assignment and Subcontracting. Porsche may assign any or all of its rights and duties under the Agreement at any time and from time to time without Contractor's consent. Contractor may not assign, subcontract, or otherwise transfer any of its rights or duties, or delegate any of its obligations, under the Agreement without the prior written consent of Porsche. Any purported subcontracting or assignment not in compliance with the Agreement shall be null and void. No assignment or delegation shall relieve the Contractor of any of its obligations hereunder. The Agreement shall inure to the benefit of Porsche's successors and assigns.

Section 9.03 Governing Law. The Agreement, and the rights of the parties hereunder, shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, USA, without regard to that State's conflicts of law provisions and without regard to any international concept of comity. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

Section 9.04 Waiver. None of the following is a waiver of a party's rights under the Agreement: failure or delay to exercise any right, power, privilege, or remedy under the Agreement or otherwise; failure or delay to insist on compliance by the other party; or custom or practice of the parties inconsistent with the Agreement. A single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The party entitled to the benefit of any part of the Agreement may only waive it in writing. The provision of a waiver in once instance will not be construed as a waiver in, or as an obligation to provide a waiver for, any other instance. The rights and remedies available under the Agreement are in addition to, and not in limitation of, all other rights and remedies available to a party at law or in equity.

Section 9.05 Notices. All notices required or authorized hereunder (each a "Notice") shall be in writing. Notice is made by delivery to the other party at its address as set forth in the preamble to the Agreement, with receipt acknowledged (or refusal to accept delivery established), in person or by a next-day mail or delivery service. Notices shall be to the attention of the business owner identified in Exhibit A to the Agreement, and in the absence thereof, to the Legal Department. The party entitled to Notice may waive it in writing. Notice is effective when received (or when delivery acceptance is refused). A copy of the Notice (which shall not constitute Notice) to Porsche shall be promptly sent by e-mail to offsecy@porsche.us. Any party may change its Notice address by giving at least 10 days' notice to the other party.

Section 9.06 Severability. Whenever possible, each part of the Agreement shall be interpreted as effective and valid. If any provision of the Agreement is declared invalid, void, illegal, or unenforceable by an authority of competent jurisdiction, the Agreement shall be enforced in that jurisdiction as if the Agreement never contained the invalid, illegal, or unenforceable part; provided, however, that if a court of competent jurisdiction is permitted by applicable law to modify the invalid, void, illegal, or unenforceable provision to make it valid, legal, and enforceable, then the provision shall be so modified and enforced.

Section 9.07 Amendments. The Agreement may only be modified or amended by a written document signed by all parties.

Section 9.08 No Exclusivity. Nothing contained in this Agreement will prevent Porsche from securing similar or competing Services or goods from a third party.

Section 9.09 No Third-Party Beneficiaries. The Agreement is for the sole benefit of the parties and Porsche's affiliates, and the Agreement is not intended to, and will not, confer any rights or benefits on any other third person.

Section 9.10 Dispute Resolution.

(a) **Negotiation.** Porsche and Contractor shall attempt in good faith through informal negotiations to resolve all disputes arising out of the Agreement. Such informal negotiations will not bar a party from exercising its rights under subsection (c) below.

(b) **Arbitration.** Except as provided in subsection (c) below, any dispute arising out of the Agreement that is not settled by informal negotiations by the parties shall be resolved only by binding arbitration in accordance with the following provisions. Either party may demand in writing such arbitration within 90 days after the controversy arises by sending a notice to arbitrate to the other party and to the American Arbitration Association (the "*AAA*"), which shall administer the arbitration under its Commercial Arbitration Rules then in effect. In no event may any demand for arbitration be filed after the running of any applicable statute of limitation. The arbitration shall be held at the AAA's offices located in Atlanta, Georgia. The law applicable to the arbitration, including the administration and enforcement thereof, shall be the Federal Arbitration Act (9 USC §§1-16), as amended. The Agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. For any money dispute involving less than $200,000, the parties shall together select one neutral arbitrator who shall be a one-person arbitral panel to arbitrate the dispute. For all other disputes, each party shall select a neutral third party arbitrator to the panel, and the two party-chosen arbitrators shall select a third neutral arbitrator who shall chair the three-person arbitral panel. The arbitral panel shall be governed by the express terms of the Agreement and the laws of the state of Georgia. English will be the required language in the arbitration. Any award or portion thereof, whether preliminary or final, shall be in writing, signed by the arbitral panel, and shall state the reasons upon which the award or portion thereof is based. The arbitral panel may, in its discretion and in addition to any rights to fees and costs (including attorneys' fees) contained in other parts of the Agreement, require the non-prevailing party to pay reasonable attorneys' fees and costs to the prevailing party (in proportion to the extent to which the prevailing party actually prevailed, given all of the claims included within such arbitration). The award rendered by the arbitral panel shall be final, and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction. The parties and arbitral panel shall treat all aspects of the arbitration proceedings, including discovery, testimony, other evidence, briefs, and the award, as strictly confidential, not subject to disclosure to any third party or entity, other than to the parties, the arbitral panel, and the AAA. These arbitration provisions shall survive the termination or expiration of the Agreement.

(c) **Injunctions.** Notwithstanding the preceding section to the contrary, Porsche may obtain temporary, preliminary, and permanent injunctions to enforce its rights under the Agreement. Jurisdiction and venue for the enforcement of such rights shall be proper in the Superior Court for Fulton County, Georgia, USA. The parties hereby irrevocably submit to the jurisdiction and venue of said court and hereby irrevocably waive any defenses to such jurisdiction and venue, including inconvenient forum. Porsche shall be entitled to an award of its reasonable attorneys' fees actually incurred in any such enforcement attempt, whether or not suit is brought.

Section 9.11 Construction. References to Articles and Sections are to corresponding parts of these Terms. The captions and headings of the Agreement are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation. Unless expressly stated otherwise, the words "include" or "including" mean "including without limitation," the singular includes the plural, and the word "or" includes "and." Any rule of construction that a document is to be construed against the drafting party solely because that party drafted the Agreement shall not be used and is hereby irrevocably waived.

Section 9.12 Battle of the Forms Not Applicable. The battle of the forms described in Section 2-207 of the Uniform Commercial Code shall not apply to the Agreement or to any invoice or acceptance form of Contractor relating to the Agreement. It is the parties' intent that the Agreement will exclusively control the relationship of the parties, and if there is any inconsistency between any invoice or acceptance form sent by Contractor to Porsche and the Agreement, the Agreement shall control.

Section 9.13 Survival. The following provisions of these Terms shall survive the expiration or termination of the Agreement: Section 2.01, Section 2.04, Section 2.11, Section 2.12, Section 4.01, Section 7.4, Article 6, Article 8, and Section 9.11.

Section 9.14 Supplier Management System. Contractor is required to utilize Porsche's supplier management system to contract with and perform services for Porsche. Contractor agrees to maintain the accuracy of its supplier profile and to remove former employees in a timely fashion.

Section 9.15 Customs & Trade Compliance. If applicable to Contractor's Services, Contractor agrees that Customs clearance will be performed by a Porsche designated vendor and is outside of scope of this Agreement. Contractor shall contact customs@porsche.us for all customs related topics.

(a) **CTPAT (Customs and Trade Partnership against Terrorism).** If applicable to the Contractor's Services, the Contractor and any permitted subcontractors must be TPAT certified. Alternatively, a MRA (mutual recognition arrangement) will suffice. The permit number and corresponding proof must be submitted to Porsche. Porsche may evaluate deviations from this standard on a case-by-case basis, in Porsche's sole discretion, only when a Contractor is not eligible for an MRA due to conditions set in the MRA regarding eligibility. Should the Contractor or subcontractor not be eligible due to a breach or violation of the MRA, such Contractor will be considered in breach of this Agreement.

(b) **Exports.** Porsche is committed to compliance with all export controls in the Export Administration Act and all applicable Export Administration Regulations (collectively the "Export Act"). This commitment extends to promoting strict compliance on an on-going basis with the terms and conditions of the Export Act. It is Porsche policy that all Contractors or any subcontractors on Contractor's behalf comply with the Export Act and/or any other applicable U.S. export regulations.