

NURO PURCHASE ORDER TERMS AND CONDITIONS

1. DEFINITIONS

“**Customer**” means Nuro, Inc., and any legal entity controlling, controlled by, or under common control with Nuro.

“**Products**” and “**Services**” means respectively any products and services described in an Order.

“**Order**” means a purchase order signed by Customer and incorporating or attached to these terms and conditions, for the delivery of Products and/or provision of Services to Customer.

“**Price**” means the price of Products and/or Services as set out in the Order; and

“**Supplier**” means the person, firm or company named as such in the Order as responsible for supplying Products and/or Services.

“**Terms**” means these Purchase Order Terms and Conditions.

2. ACCEPTANCE OF ORDER

The Order will be deemed to be accepted by Supplier upon: (a) Supplier's execution and return of an acknowledgement copy of the Order, (b) Supplier's failure to respond to the Order within five (5) days after receipt thereof, or (c) execution or commencement of performance or delivery of the Services and/or Products, as applicable, pursuant to the Order. Acceptance of the Order is limited to and conditional upon acceptance by Supplier of these Terms. Additional or different terms proposed in any other document created by Supplier are hereby rejected, and shall apply only if and insofar as those terms have been expressly accepted in writing by Customer with reference to the superseded terms of the Order or these Terms.

3. PRODUCTS AND SERVICES

It is a condition of the Order that: (a) all Products meet the specifications referred to in the Order as to quantity, quality, and description, any other information or instructions specified or made known to Supplier, and all applicable safety standards, and (b) the Services are provided in accordance with the terms of the Order and are executed with professional care, skill, and diligence by properly qualified and experienced personnel. Any expenditures and commitments by Supplier in anticipation of Customer's requirements shall be at Supplier's sole risk and expense.

4. PRICES

The Prices shall include all royalties, license fees, taxes, excises, duties, and costs, both direct and indirect, of supplying all Products and/or Services except that, where Products and/or Services are subject to Value Added Tax, the amount legally due shall be specified as a separate item of account on any invoice for the Products and/or Services.

5. DELIVERY OF PRODUCTS / PROVISION OF SERVICES

TIME IS OF THE ESSENCE UNDER THE ORDER. The time and place of delivery of Products are as specified in the Order. If Products are not delivered in accordance with the Order, Customer reserves the right, without liability, in addition to its other rights and remedies, to cancel the entire Order or that part of the Order not delivered in accordance with the Order. Supplier shall be responsible for any additional expenses necessary to deliver Products in an expedited manner or in a manner requested by Customer if Products are not delivered in accordance with the Order. The terms of delivery shall be interpreted in accordance with INCOTERMS 2010. The delivery condition "DDP" (Delivered Duty Paid) shall apply to the delivery of Products unless otherwise agreed in writing by Customer. Supplier shall package and label all Products in a manner suitable for transit and storage, at Supplier's expense and in accordance with the Order. Supplier shall immediately notify Customer of any delay or

potential delay in the performance or delivery of the Products and/or Services, and will state the events causing such delay.

6. CHANGES AND CANCELLATIONS

Customer reserves the right at any time to suspend, without any charge, any delivery or any acceptance of delivery covered by these Conditions, to the extent and for such period as Customer considers necessary. In addition, Customer may make other changes (including in designs and specifications) with respect to the Order, in whole or in part, by notice to Supplier. Customer may terminate the Order in whole or in part upon notice to Supplier. If Customer so terminates the Order at least thirty (30) days prior to the delivery date (the “Modification Date”), Customer will have no liability to Supplier with respect to such termination. If the Order is terminated after the Modification Date, such termination will not constitute a default by Customer, and Customer's sole liability to Supplier with respect to the Order will be: (a) for standard Products, a restocking charge equal to two and a half percent (2.5%) of the purchase price for the Products canceled, and (b) for non-standard Products, the actual, reasonable and substantiated costs incurred by Supplier for raw materials and work in process (excluding any anticipatory profit or cover of fixed costs on the work terminated). The total amount of any payments owed by Customer pursuant to the foregoing shall not exceed the total Order Price as reduced by the amount previously paid.

7. ACCEPTANCE OF PRODUCTS AND SERVICES

All Products and Services are subject to inspection and testing by Customer. In any case where Products or Services (whether or not inspected or tested by Customer) do not comply with the requirements of the Order or Customer, Customer has the right to repair or re-perform such Products or Services at the expense of Supplier or to reject such Products or Services. When rejecting Products or Services, Customer shall give notice of rejection to Supplier specifying the reasons for the rejection, and shall return any rejected Products to Supplier at Supplier's risk and expense. Supplier shall, without being granted an extension of the delivery period, replace any rejected Products and re-provide any rejected Services, with such replacement Products and Services being in all respects in accordance with the Order. If Supplier fails to replace any rejected Products and/or Services with Products and/or Services which are in accordance with the Order within a reasonable time as specified by Customer, Customer has the right to purchase replacement Products and/or services from another source. Any money paid by Customer to Supplier in respect of the rejected Products and/or Services, together with any additional expenditure over and above the Price reasonably incurred by Customer in obtaining replacement Products or Services, shall be paid by Supplier to Customer within thirty (30) days after receipt of the relevant invoice.

8. OWNERSHIP, TITLE AND RISK OF LOSS

Title to and risk of loss of all Products will pass to Customer upon delivery of such Products to Customer in accordance with the Order, without prejudice to any right of Customer to reject such Products under these Terms or otherwise. All items and information that are provided by Customer to Supplier for the performance/delivery of an Order shall remain the property of Customer. Supplier shall not use such items on behalf of third parties, nor shall Supplier allow third parties to use such items in connection with any purpose other than the performance and/or delivery of an Order for Customer on Supplier's behalf.

9. PAYMENT

Customer shall only be obligated to pay the Prices for Products and/or Services specified in the Order. If Products and/or Services have been accepted by Customer in accordance with the Order or Customer's requirements, Customer shall, unless otherwise shown on the Order, pay undisputed invoice amounts within thirty (30)

days from the end of the month during which the invoice relating to the Order is received by Customer.

10. INTELLECTUAL PROPERTY

With respect to any Products or Services that consist of, contain, or are furnished with software or documentation, Supplier hereby grants to Customer a non-exclusive, transferable, license under all of Supplier's intellectual property rights in and to such software, solely to the extent necessary for Customer to use and/or distribute such Products and enjoy the full benefits of such Services in connection with Customer's business.

If Supplier manufactures Products or provides Services pursuant to specific instructions of Customer, Supplier hereby assigns and shall assign and transfer to Customer, all rights, title and interest in and to any and all intellectual property rights related to such Products and/or Services (including ancillary rights to software, inventions, drawings, designs, other copyrightable materials, feasibility studies, improvements, developments and discoveries, etc.) made, conceived, reduced to practice, or originated as a result of Customer ordering any Products and/or Services from Supplier (collectively, the "Inventions"). The Inventions will be the sole property of Customer, and Supplier shall cooperate in the execution of any formalities necessary to effectuate the transfer of the ownership of such intellectual property rights and to enable Customer to obtain, perfect, defend and enforce its rights in and to all such Inventions.

If, pursuant to the Order, any Products which are protected by one or more intellectual property rights owned by Customer are provided by Customer to Supplier, Supplier shall be licensed to use these intellectual property rights for the execution of the concerned Order only, and Supplier shall not in any way, by implication or otherwise, claim title or any other rights to such intellectual property rights.

11. CONFIDENTIALITY

The existence and terms of the Order (including these Terms), along with any data, specifications, drawings, technology or other information or materials that are provided by Customer in connection with the Order, any information or materials that are related to Customer's business, technology, prospects, or financial condition, and any other proprietary or confidential information of Customer which Supplier may obtain from Customer, including all Supplier information derived from or incorporating any of the foregoing, shall be deemed to be Customer's confidential information, and shall be maintained by Supplier as confidential using at least the same degree of care that Supplier uses to protect its own confidential information, and not less than reasonable care. Supplier shall not disclose any such information or materials to third parties or use or copy such information or materials other than as is necessary to satisfy the requirements of the Order. Supplier shall promptly return or destroy, when and as requested by Customer, all of the foregoing information and materials. Supplier shall not, without the prior written consent of Customer, advertise or publish in any way the fact that Supplier has contracted to supply Products and/or Services to Customer.

12. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL CUSTOMER BE LIABLE FOR ANTICIPATED OR LOST PROFITS OR FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF THESE TERMS OR AN ORDER. CUSTOMER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF ALL CLAIMS OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF THESE TERMS OR AN ORDER, OR FROM THE PERFORMANCE OR BREACH THEREOF, SHALL NOT EXCEED THAT PORTION OF THE TOTAL ORDER PRICE ALLOCABLE TO THE PRODUCTS, THE SERVICES, OR THE UNIT(S) THEREOF WHICH GAVE RISE TO THE CLAIM. CUSTOMER SPECIFICALLY REJECTS, AND SHALL NOT BE

LIABLE FOR, ANY CANCELLATION CHARGES, LATE FEES, PENALTIES, OR LIQUIDATED DAMAGES.

13. INDEMNIFICATION

Supplier shall defend, indemnify and hold harmless Customer, its agents, employees, officers, customers, successors, and assigns from and against any and all third party claims, demands, actions, suits, damages, losses, liabilities and costs (including settlement costs and attorneys' fees) ("Claims") arising from or with respect to: (a) any violation or alleged violation by Supplier of any laws or regulations, (b) any infringement or alleged infringement of intellectual property rights in connection with the Order or the Products or Services, (c) any actual or alleged loss, damage to, or destruction of property and/or death, illness or injury to any person arising out of any defects or hazards in Products, or Supplier's performance of, or failure to perform, any of Supplier's obligations, including any Services, or (d) any act or omission by Supplier in the performance of or in connection with Supplier's obligations pursuant to the Order. The foregoing obligations will apply regardless of whether the loss in question arises in part from any negligent act or omission of Customer or whether Customer is deemed to be strictly liable. Supplier shall defend or settle all Claims utilizing counsel approved by Customer. Customer may participate in the defense without relieving Supplier of its obligations hereunder and Supplier will at all times consult with and keep Customer apprised of the status of any Claims. Supplier will not settle any Claim without the written consent of Customer. In the event of an infringement Claim, Supplier, at its own expense, shall promptly: (a) obtain the right for Customer to continue to sell, use and distribute Products or the Services, or (b) modify Products or the Services so as to eliminate the purported infringement while still complying with all the requirements of the Order.

14. INSURANCE

Supplier and any permitted subcontractors engaged by Supplier shall at all times maintain insurance policies with reputable insurance companies against all insurable liability under the Order and in respect of the Products and/or the Services including, without limitation, against all of Supplier's liabilities under Section 13 (Indemnification). Such insurance policies shall name Customer as an additional insured.

15. TERMINATION

Notwithstanding any contrary provisions of these Terms or the Order, Customer may terminate the Order at any time, in whole or in part, with no liability or obligation to Supplier, by written notice to Supplier, if : (a) Supplier fails to comply with any of the terms and conditions of the Order (including these Terms), (b) Supplier submits a voluntary bankruptcy petition, becomes subject to involuntary bankruptcy proceedings, or otherwise becomes insolvent, dissolves, ceases to conduct its business in the ordinary course, or a receiver in bankruptcy is appointed, or takes possession of or sells an asset of Supplier, or (c) Supplier, directly or indirectly, is acquired by or merged with any third party. If any of the events described in subsections (a)-(c) above occurs or is about to occur, Supplier shall notify Customer immediately, and Customer may, at its discretion and in addition to any of its other rights, return at Supplier's risk and expense any Products delivered which are no longer usable, and claim a refund of the payments made for these Products, or, after a written notification to Supplier, complete the Order itself or engage a third party to do so. Sections 1, 10-14 and 16-18 will survive any termination or expiration of the Order and these Terms.

16. WARRANTIES

Supplier represents and warrants that: (a) the Products and Services will be new and free from defects in workmanship, materials, manufacture, and design, and will be free and clear of any liens, claims, encumbrances and other restrictions; (b) all Products and Services will conform to any applicable specifications and other Customer requirements; (c) the Products and Services will be merchantable, fit for Customer's particular purposes, and

sufficient for the uses intended by Customer; (d) the Products and Services, and Supplier's performance under the Order and these Terms, will comply in all respects with any applicable statutes, laws, rules or regulations; (e) the purchase, sale, use, and license of Products and Services provided hereunder will in no way infringe or violate any copyright, trade secret, trademark, patent or other proprietary rights of any third party, and (f) Supplier shall not export, re-export, sell, resell or transfer any Products, Customer confidential information or any other export-controlled commodity, technical data or software (i) in violation of any law, regulation, order, policy or other limitation imposed by the United States (including the United States Export Administration Regulations) or any other government authority with jurisdiction; or (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or equivalent and without obtaining Customer's prior written consent. Additionally, prior to Supplier providing any Products, or any export-controlled commodity, technical data or software to Customer that is subject to the United States Export Administration Regulation, Supplier shall notify Customer of this fact and not provide any such items to Customer without Customer's prior written consent. Supplier shall notify Customer of changes, if any, to classifications, export licenses, and any other determinations related to the Deliverables, Products, technical data and software previously supplied to Customer in written format with supporting information and reason for such change.

The foregoing warranties are in addition to all other warranties of Supplier, express or implied, and shall survive any delivery, inspection, acceptance and payment by Customer. Customer's approval of Supplier's materials or designs shall not relieve Supplier of the warranties set forth herein. The foregoing warranties shall be effective for a period of two (2) years from the date of Customer's final acceptance of the applicable Products or Services. The warranty period shall be extended by the amount of time the Products cannot be used due to a defect covered by these warranties.

If any Product or Service does not conform to the foregoing warranties or the other requirements of the Order, Customer may, at its sole discretion, (i) require Supplier to deliver a replacement, repair the Product, or provide a conforming Service to Customer no later than ten (10) days after Customer's notice of non-compliance, (ii) repair or replace the non-conforming Product itself and recover its reasonable expenses related thereto from Supplier, or (iii) return such non-conforming Product to Supplier, at Supplier's expense, and recover from Supplier the Price thereof. The foregoing

remedies are in addition to all other remedies at law or in equity or under this Order, for damages or otherwise.

17. GOVERNING LAW; ENTIRE AGREEMENT

The Order and these Terms are governed by and shall be construed in accordance with the laws of the State of California, without regard to conflict of laws provisions. The parties agree that the UN Convention on Contracts for the International Sale of Goods shall not apply to the Order or these Terms. Customer and Supplier irrevocably consent to the exclusive jurisdiction of the state and federal courts situated in Santa Clara County, California in connection with any action brought by either party to enforce the provisions of this Order, to recover damages or other relief for breach or default under this Order, or otherwise arising under or by reason of this Order.

The Order (including these Terms) constitutes the entire agreement between Supplier and Customer for Products and/or Services purchased hereunder and supersedes all prior written or oral understandings or agreements relating to the same. No modification of this Order will be binding on Customer unless set forth in an agreement specifically referencing this Order and signed by an authorized agent of Customer.

18. GENERAL

Supplier may not assign, transfer, or subcontract any of its rights or obligations under the Order without the prior written consent of Customer. Such consent shall not release Supplier from any obligations or liability arising from an Order. Customer may assign or transfer any Order, including these Terms, without Supplier's consent. The rights and remedies afforded to Customer under these Terms are in addition to, and not exclusive of, any and all statutory and common law rights available to Customer. A failure or delay of Customer to exercise any right or remedy provided by these Terms or by law shall not constitute a waiver of that right or remedy, or a waiver of any other rights or remedies. Supplier and Customer are independent contractors; neither is an agent or employee of the other or has any authority to assume or create any obligation or liability of any kind on behalf of the other. Any provision of the Order that is invalid or unenforceable under applicable laws with respect to a particular party or circumstance will be severed from this Order with respect to such party or circumstances, without invalidating the remainder of this Order or the application of such provision to other persons or circumstances.