SummitAI LLC Standard Terms and Conditions of Purchase

These SUMMITAI LLC STANDARD TERMS AND CONDITIONS OF PURCHASE (the "Terms") govern the rights, remedies, and obligations of SummitAI LLC or an entity controlled by SummitAI LLC or subject to common control with SummitAI LLC ("SAI") and a supplier (the "Supplier") of items and materials, including products, hardware, software, furniture, equipment, and merchandise ("Goods") and services ("Services") under purchase orders issued by SAI and agreements, engagement letters, statements of work, or other documents executed by SAI and Supplier that refer to or incorporate these Terms (each a "Purchasing Document.

1. Online Documents. The following document, available at https://www.summitai.com/legal-information/ is incorporated into these Terms as of the date of the Purchasing Document and can be updated upon written notice (including email) to Supplier: the SUMMITAI AFFILIATE PURCHASING GUIDELINES ("Affiliate Guidelines").

2. Quality and Security. Supplier shall perform all of its obligations to SAI (i) with due care, skill and diligence, (ii) in a professional and workmanlike manner, (iii) in accordance with high industry standards and practices, (iv) in conformity with the specifications in the Purchasing Document, and (v) without a conflict of interest with respect to a third party. All results of the Services developed by Supplier, either alone or jointly with others, whether completed or in-progress (the "Deliverables") shall conform to the relevant specifications in the Purchasing Document and, to the extent there are no directly relevant specifications, to high industry standards. All Goods shall be merchantable, free from defects in design, workmanship and materials, and conform to the specifications in a Purchasing Document. All Goods and Deliverables (including any item or process used by Supplier to provide the Services) shall be free of hidden features and security defects. No component of any of the Goods or Deliverables shall include any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs ("Malicious Code"). Supplier shall not transmit to SAI, or cause any SAI system to be exposed to Malicious Code. Supplier shall notify SAI in writing and in reasonable detail immediately upon becoming aware of the existence of any Malicious Code contained in a Good or Deliverable. If any Good or Deliverable contains Malicious Code, or if Supplier transmits any Malicious Code to an SAI system, Supplier shall cooperate with SAI, at Supplier's expense, to promptly remove the Malicious Code and repair any corrupted files or data.

3. Supplier Personnel. Supplier shall determine the methods, details, and means of performing the Services. Unless set forth in a Purchasing Document, SAI will not control, direct, or supervise Supplier's employees, independent contractors, vendors, agents, permitted subcontractors, and invitees ("Supplier Personnel") in the performance of the Services. Supplier shall use adequate numbers of qualified individuals with suitable training, education, experience and skills to perform the Services. Supplier agrees to take all reasonable measures to ensure that Supplier Personnel will not engage in inappropriate conduct while performing Services for SAI and agrees that Supplier Personnel who engage in inappropriate conduct shall be removed and replaced immediately upon SAI's reasonable request. Supplier shall require Supplier Personnel performing any of the Services to observe at all times the security, confidentiality, and safety policies of SAI. All Supplier Personnel shall meet the licensing, security, labour and site requirements for the locale where the Services are being performed. Supplier shall withhold and pay all amounts required for any employer or employee tax or contribution, including local, state and federal income tax, unemployment insurance and disability insurance. All Supplier Personnel performing Services are, and shall for the period of assignment remain, employees or, where permitted by these Terms, subcontractors of Supplier and such Supplier Personnel will not be entitled to any of SAI's employee benefits. It shall be Supplier's sole responsibility to compensate and/or pay Supplier Personnel.

4. Subcontracting. Supplier shall not subcontract any Services without the prior written consent of SAI, which SAI may grant or withhold in its sole discretion. If SAI provides such written consent, then Supplier shall have the primary obligation to perform the Services, and shall be fully responsible for

the performance of any subcontractor and the compliance with all of its obligations by any subcontractor. Supplier shall, in its contracts with all permitted subcontractors and agents in the provision of Services, flow down all of its obligations.

5. Reserved.

6. Compliance with Laws. Supplier shall comply with all applicable laws now or hereafter enacted, including: (a) data protection and privacy laws; (b) employment, tax, immigration, benefits, and workers compensation laws; and (c) international anti-corruption laws, such as the Foreign Corrupt Practices Act 15 U.S.C. § 78dd-1, et seq. and the United Kingdom Bribery Act. Supplier shall make no payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage.

7. Acceptance. Payment shall not constitute acceptance of Goods or Deliverables. Unless otherwise provided in a Purchasing Document, acceptance of Goods or Deliverables shall be deemed to occur if each Good or Deliverable conforms to the relevant specifications and standards and, in the case of Deliverables, is also approved in writing by an authorized representative of SAI. SAI shall have the right to reject all or part, or require the correction, of any Good or Deliverable found not to meet the relevant specifications and standards, which item shall be promptly replaced or corrected by Supplier. SAI shall have no payment obligation and/or shall be entitled to a refund for defective or non-conforming Deliverables or Goods.

8. Warranty. Unless otherwise set forth in the applicable Purchasing Document, Supplier warrants that for a period of three (3) months following Acceptance, Goods and Deliverables will conform to the specifications in the Purchasing Document and, to the extent there are no directly relevant specifications, to high industry standards. During the applicable warranty period, Supplier will test, remedy and/or replace, without charge to SAI, any and all portions of any Deliverables or Goods which SAI finds to be defective or non-conforming. If Supplier is unable to remedy any defective or non-conforming Deliverable or Good within a reasonable period of time, SAI may (a) terminate the Purchasing Document, (b) return all or part of the defective or non- conforming Deliverables or Goods to Supplier and/or (c) keep the defective or non-conforming Deliverables and Goods. SAI shall have no payment obligation and/or shall be entitled to a refund for defective or non-conforming Deliverables or Goods.

9. Intellectual Property. For purposes of the Terms, "Intellectual Property" means all intellectual property and proprietary rights, including without limitation all rights of inventorship and authorship, inventions, patents, patent applications, and know-how, for any product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement thereof, as well as copyrights, trademark, trade dress and service mark rights and all rights in trade secrets, computer software, proprietary information and data and databases.

9.1 SAI Property. "SAI Property" means the following: (1) SAI's Intellectual Property that SAI owns prior to the Effective Date of the Purchasing Document or acquires separately or develops; (2) Intellectual Property conceived, produced or developed by Supplier, whether directly or indirectly or alone or jointly with others, in connection with or pursuant to Supplier's performance pursuant to these Terms; and (3) other Deliverables, Goods, or Services that are made by Supplier through the use of SAI's equipment, funds, supplies, facilities, materials and/or SAI proprietary information. "SAI Contracted Property" means Intellectual Property that falls within the scope of any of subsection 2 and 3 of the previous sentence. Supplier agrees to assign and hereby assigns to SAI all of its respective rights, title, and interest in the SAI Contracted Property and SAI owns all right, title and interest in and to such Deliverables, Goods, and Services, the rights, title, and interest including all rights of inventorship and authorship, all patents and patent applications, all copyrights, all trademark and service mark rights, all rights in trade secret and proprietary information, all rights of attribution and

integrity and other moral rights and all other Intellectual Property rights. SAI grants Supplier no rights to SAI Property beyond the scope of these Terms.

9.2 Supplier Property. "Supplier Property" means Intellectual Property (1) created or acquired by Supplier before the Effective Date of the Purchasing Document and not assigned pursuant to a Purchasing Document or (2) independently developed by or for Supplier as part of Supplier's normal business and not developed for or paid for by SAI under a Purchasing Document. Supplier Intellectual Property may be included as part of the Goods, Deliverables, or Services, but the title to such Supplier Intellectual Property shall remain with Supplier. However, except as provided in this section 9.2, for any Supplier Property incorporated into the Deliverables, Goods, or Services, Supplier grants SAI a fully-paid up, perpetual and irrevocable, world-wide, non-exclusive license to: (a) prepare derivative works; and (b) make, use, have made, import, have imported, export, have exported, distribute, have distributed, publicly and privately perform, display and transmit derivative works and reproductions thereof, and to sublicense all of these rights for SAI's benefit and to sublicense such rights for SAI's benefit. Notwithstanding the foregoing, to the extent that the Goods, Deliverables, or Services to SAI consist solely of training materials developed by Supplier without use of SAI Intellectual Property or SAI Confidential Information, such license and sublicense right shall be solely for SAI's use in its internal business operations. Further, where the Good, Deliverables, or Services include providing entertainment, speaking, and/or participating as a host, lecturer, performer or guest in a meeting/conference, the rights granted in this paragraph shall further include a grant to use Supplier's likeness and performance in SAI's internal and external business operations and to record, and to broadcast, web cast or otherwise disseminate Supplier's performance and likeness, in whole or in part, live or recorded, with or without audio or video, or with different audio or video throughout the world on all media, channels and manner of distribution now or hereafter known.

9.3 Supplier shall prominently declare in the applicable Purchasing Document under a section entitled "Third Party Intellectual Property" any third party Intellectual Property or open source software (1) incorporated into any Services, Deliverables, or Goods or (2) that is required for use of any Deliverable or Good (each a "Dependency"). Each Dependency declaration shall include all necessary documentation, including license terms and copyright notices, for SAI to be able to adequately determine its rights to use and reproduce the Dependency. SAI hereby rejects any Deliverables containing any Dependency that is not declared in a Purchasing Document or that is incompatible with the assignments or licenses granted in these Standard Terms or the Purchasing Document.

10. Delivery, Packing, and Shipment. Delivery of Goods and Deliverables shall be strictly in accordance with the schedule set forth in a Purchasing Document. Any delays in shipment shall be reported immediately by Supplier to SAI. No partial deliveries or deliveries of additional items shall be made without SAI's express prior written consent. SAI reserves the right to cancel a Purchasing Document in whole or in part if Supplier fails to make deliveries in accordance with its terms. All Goods and Deliverables to be shipped shall be prepared for shipment according to SAI's instructions, if any, and otherwise in a manner that follows good commercial practice, is acceptable to common carriers, and is adequate to ensure safe arrival. Supplier shall mark all containers with necessary lifting, handling and shipping information, purchase order number, date of shipment and the names of SAI and Supplier. Unless otherwise specified herein, all shipments shall be DDP (Incoterms 2000) to the address on the Purchasing Document. Notwithstanding any prior inspections, Supplier bears all risk of loss, damage, or destruction until acceptance of Goods or Deliverables by SAI.

11. Changes. SAI may at any time make reasonable changes in the delivery schedules, designs, quantities, and specifications for Goods; provided that SAI shall pay only the reasonable costs associated with such changes.

12. Price. Prices for Services, Deliverables, and Goods are as specified in the Purchasing Document. SAI shall have no payment obligation for (a) additional or different Services, Deliverables,

or Goods rendered other than those described in a Purchasing Document (unless the parties execute an approved change order), (b) Services performed or Goods delivered prior to the effective date of the Purchasing Document, or (c) amounts exceeding what is expressly authorized in the Purchasing Document. All applicable direct and indirect taxes, duties and similar levies, excluding value added tax (VAT), shall be included in the estimated project costs contained in each Purchasing Document and shall be clearly identified on applicable invoices. For purposes of these Terms, "indirect taxes" mean sales tax, use tax, value added tax (VAT), goods and services tax and/or consumption tax which Supplier may have an obligation to charge and collect from SAI. Supplier is not responsible for a change in the indirect taxes resulting from a change in any code or regulation implemented after the submission of the estimated project cost.

13. Payment Terms. Unless otherwise provided in the Affiliate Guidelines or a Purchasing Document, (i) Supplier shall invoice SAI monthly; (ii) invoiced amounts for which no due date is otherwise established will be due and payable within forty five (45) days from receipt of an undisputed invoice. An acceptable invoice shall be in the form and submitted in the manner designated in the Affiliate Guidelines for the SAI entity that is a party to the Purchasing Document, and shall include reference to: (i) the SAI entity, (ii) the valid purchase order number, (iii) a description of the items, quantities, and unit prices (in the correct currency) for all Services, Deliverables and Goods invoiced; (iv) the name of the individual from SAI who ordered the Services, Deliverables and Goods, (v) the contact information for an authorized representative of the Supplier, and (vi) any applicable VAT information (including, where applicable, the VAT code listed in the Affiliate Purchasing Guidelines, if any). Each invoice must reference only one (1) purchase order number, and Supplier shall submit a separate invoice for each Purchasing Document.

14. Expenses. Unless expressly authorized in the Purchasing Document, Supplier will not be entitled to be reimbursed for travel, living or other expenses.

15. Confidentiality. As used in these Terms, "Confidential Information" means all information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each party shall include the terms and conditions of (i) the Purchasing Document and (ii) business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving party. During the term of the Purchasing Document and for five (5) years thereafter, the Receiving Party shall: (i) use at least the same degree of care to protect the Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), (ii) not disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of the Purchasing Document and these Terms, and (iii) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with the Purchasing Document and these SAI Terms and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Additionally, Supplier shall provide prompt notification to SAI of any unauthorized access to or disclosure of SAI Confidential Information. If the Receiving Party is compelled by law or any listing or trading agreement concerning its publicly-traded securities to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. Upon termination or expiration of the Purchasing Document, or at the request

of SAI at any time during or after the termination of expiration of the Purchasing Document, Supplier will deliver to SAI or destroy and certify destruction (at SAI's election and in the manner designated by SAI) of all SAI Confidential Information. Deliverables shall be SAI Confidential Information, but shall not be Supplier Confidential Information unless agreed in advance in the Purchasing Document. Nothing in a Purchasing Document shall be construed so as to preclude SAI from developing, acquiring, marketing or providing products or services that may perform the same or similar functions as the Goods, Deliverables and Services.

16. No Publicity. Supplier shall not issue any press release or make any public statement relating to the subject matter of the Purchasing Document (including naming SAI as a customer of Supplier) without SAI's prior written approval. Any references to SAI or use of any SAI logo (including the SAI-certified logo), brand or trademark (whether publicly, in connection with the Services, or otherwise) are prohibited without SAI's prior written approval.

17. **SAI Facilities**. To the extent that any Purchasing Document requires or permits performance of Services by Supplier at SAI facilities, Supplier will perform all Services during SAI's normal working hours (Monday through Friday, 9:00 a.m. to 5:30 p.m.), unless it would interfere with SAI's daily business and computer operations, or SAI otherwise specifically requests the Services to be done outside of SAI's normal working hours. Supplier Personnel performing Services at SAI facilities shall be designated as a "visitor" of SAI, and may be required to execute a standard confidentiality agreement upon each visit to SAI facilities. Supplier Personnel will be responsible to adhere to SAI facility rules and safety policies.

18. Indemnification. Subject to applicable law, each party's sole indemnification obligation shall be as follows: (a) Supplier shall indemnify, defend (at SAI's option), and hold harmless SAI and its affiliates, and each of their officers, directors, employees and agents from and against all third-party claims, demands, suits, causes of action, awards, judgments and liabilities, including reasonable attorneys' fees and costs, (collectively "Claims") arising out of or alleged to have arisen out of: (i) Supplier or Supplier Personnel's negligence, fraudulent activities or intentional misconduct, (ii) any actual or alleged infringement, misappropriation, or violation of any intellectual property rights of a third party by any Deliverable or Good or in performance of the Services, (iii) Supplier's failure to compensate or otherwise perform any obligation imposed on Supplier by law or contract with respect to Supplier's employment or engagement of Supplier Personnel, in which case, Claims shall include any payments assessed under U.S. Internal Revenue Code Section 4980H and any interest, penalties and additions to tax relating to such payments, or (iv) breach of a provision of a Purchasing Document; and (b) SAI shall only indemnify, defend, and hold harmless Supplier from and against third-party Claims to the extent the Claims are due solely to SAI's gross negligence or intentional misconduct. Supplier shall have no liability for SAI's use of Goods or Deliverables outside the scope set forth in a Purchasing Document.

19. Insurance. Supplier shall, at its own cost and expense, maintain the following insurance during the term of a Purchasing Document, and shall cause each of its agents, independent contractors and subcontractors performing any Services to maintain the same insurance:

(a) Workers' Compensation (or locally applicable social scheme) as required by law where work is performed. Employer's Liability insurance of not less than US$1,000,000 per employee and per accident.

(b) Commercial General (or Public) Liability insurance including Products, Completed Operations Liability, Personal Injury, Contractual Liability and Broad Form Property Damage Liability coverage for bodily injury (including death) or damages to any property of not less than US$5,000,000 per occurrence.

(c) Professional Liability (or Professional Indemnity)/Errors and Omissions Liability Insurance in an amount not less than US$5,000,000 per claim. Such insurance shall cover any and all

acts, errors, omissions or negligence in the delivery of products and services under a Purchasing Document. The Professional Liability Insurance retroactive coverage date shall be no later than the Effective Date of a Purchasing Document. If such coverage is written on claims made basis, Supplier shall maintain coverage for a period of up to three (3) years following the termination of Services provided under a Purchasing Document. If Supplier is providing software, software development, software as a service or any technology services and products, then such Errors and Omissions insurance shall include coverage for cyber liability including malicious code, unauthorized use or access, failure of security, invasion of privacy, wrongful disclosure of data, other negligence in handling of confidential information and infringement of intellectual property (except patent infringement); (d) Commercial Automobile Liability. If an automobile is used by Supplier in connection with the performance of its obligations under a Purchasing Document, then Comprehensive Automobile Liability Insurance for any owned, non-owned, hired, or borrowed automobile is required in the minimum amount of US$1,000,000 each accident combined for bodily injury and property damage;

(d) Employee Dishonesty/Crime insurance covering the fraudulent or dishonest acts of Supplier's employees and agents, acting alone or in collusion with others, and including third party property coverage and computer crime coverage, with limits of not less than $1,000,000 per occurrence

(e) Property Insurance. If Supplier is using its own property or the property of SAI in connection with the performance of its obligations under a Purchasing Document, then Property Insurance on an All Risk basis with replacement cost coverage for property and equipment of others in the care, custody, and control of Supplier is required. The foregoing insurance limits may be achieved by a combination of primary and follow form excess policies. All insurance coverages required hereunder shall be procured from insurers with a current A.M Best rating of not less than A-VII (or local equivalent).

20. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR LIABILITY ARISING UNDER SECTION 18 (INDEMNIFICATION), OR LIABILITY ARISING AS A RESULT OF A SUPPLIER'S BREACH OF ITS OBLIGATION PURSUANT TO SECTION 15 (CONFIDENTIALITY) HERETO, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR DAMAGES FOR ANY CAUSE WHATSOEVER IN AN AMOUNT IN EXCESS OF THE AMOUNTS PAID OR DUE TO SUPPLIER UNDER THE PURCHASING DOCUMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR LIABILITY ARISING OUT OF SUPPLIER'S BREACH OF SECTION 15 (CONFIDENTIALITY) HERETO, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM ANY CLAIM OR ACTION HEREUNDER, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY.

21. Records and Audit. Supplier shall maintain complete and accurate records to substantiate Supplier's charges under this Agreement (including fees, costs, and expenses) for a period of six (6) years from the date of completion of the Services to which the records apply, and Supplier shall promptly comply with SAI's reasonable request for copies of such records.

22. Term. A Purchasing Document shall continue in force until the later of (a) completion of the Services or (b) expiration of all warranties for Goods or Deliverables. A Purchasing Document for Goods may be terminated or cancelled by SAI, in part or in whole, for any reason immediately upon notice. A Purchasing Document for Services and/or Deliverables may be terminated or cancelled by SAI, in whole or in part, for convenience with thirty (30) days prior notice. A Purchasing Document for Services and/or Deliverables may be terminated by SAI, in whole or in part, effective as of the occurrence of Supplier's curable breach if Supplier fails to cure the breach within thirty (30) days of notice of such breach from SAI. A Purchasing Document for Services and/or Deliverables may be terminated by SAI, in whole or in part, immediately upon Supplier's incurable breach. Upon the effective date of termination by SAI, Supplier shall: (i) immediately cease all work under the Purchasing Document and SAI shall be liable only for authorized work completed as of the date of termination;

and (ii) provide SAI with any and all work in progress or completed work under the Purchasing Document. If SAI elects to have Supplier continue performance under a Purchasing Document, it shall remain in effect until both parties have fulfilled all of their obligations. Within thirty (30) days from the date of termination of a Purchasing Document, Supplier shall submit to SAI an itemized invoice for any previously approved fees or expenses accrued but unpaid until the time the Purchasing Document was terminated. There shall be no charges for cancelling Purchasing Documents for standard Goods. Any claim for cancellation charges for nonstandard Goods must be submitted to SAI in writing within thirty (30) days after receipt of SAI's cancellation notice. Supplier's claim may include: (i) the cost of unique Goods in process, and (ii) the cost of paying claims to Supplier's vendors for work directly allocable to Goods cancelled and which cannot be diverted to other customers of Supplier's vendors. Supplier shall, whenever possible, place such Goods in process in inventory and sell them to other customers. In no event shall any such claim for nonstandard Goods exceed the total price for Goods cancelled. Upon payment of Supplier's claim, SAI shall be entitled to all work and Goods paid for. SAI reserves the right to inspect Supplier's work and Goods in process and to audit all relevant documents prior to paying Supplier's claim.

23. Relationship of the Parties. At all times Supplier shall be acting as an independent contractor, and shall not be construed or deemed to be an employee, agent, partner, associate or joint venturer of SAI within the application of any federal, state, city or local laws or regulations. Neither party has authority to assume or create any obligation or representation, express or implied, on behalf of or in the name of the other party, except as specifically provided herein.

24. No Lien. Neither Supplier nor any of its subcontractors or other third parties used by Supplier for the performance of any of the Services will have any lien, claim or encumbrance upon any SAI property, and Supplier hereby waives, and will cause each of its subcontractors and any other third party used by Supplier for the performance of any of the Services to waive, any lien, claim or encumbrance upon any SAI property.

25. Survival. Any term or condition which by its nature is clearly intended to survive the expiration or termination of this Agreement, shall survive any expiration or termination of this Agreement, including Confidentiality, Indemnification, Limitation of Liability, Records and Audit, Term, and Entire Agreement Sections.

26. Entire Agreement. All references to "Purchasing Document" include these Terms. A Purchasing Document constitutes the entire agreement between the parties with respect to its subject matter, supersedes all prior agreements, whether written or oral, and supersedes and merges all prior discussions between SAI and Supplier. A Purchasing Document may contain additional terms so long as they do not conflict with these Terms. These Terms shall prevail over any conflicting terms of a Purchasing Document, unless the conflicting terms are in a Purchasing Document signed by SAI and Supplier. Any terms, conditions or provisions of any Supplier quotation, confirmation, order acknowledgement, invoice, or other commercial document sent to SAI are hereby rejected and shall not constitute additional or modified terms. Purchasing Documents shall be construed according to their fair meaning and as if prepared by both parties. A Purchasing Document may be amended by a written document executed by both parties. A purchase order issued by SAI may also be amended through the issuance by SAI of a revised purchase order. The headings contained in these Terms have been inserted for convenience of reference only and are not intended to define, limit or affect scope or intent. If a provision of a Purchasing Document is held to be invalid, illegal or otherwise unenforceable, the remaining provisions shall be unimpaired, and it shall be replaced with a provision which comes closest to the intention of the parties. No failure or delay by either party in exercising any right under a Purchasing Document shall constitute a waiver. Any waiver must be in writing executed by SAI and Supplier and shall not be deemed a waiver of any future breach. The remedies provided in a Purchasing Document are in addition to any other remedies of a party at law or in equity.

27. **Force Majeure**. Neither party shall be liable for any default or delay in the performance of its responsibilities under a Purchasing Document if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, strikes, civil disorders, quarantine restrictions, epidemics, pandemics, or any other cause beyond the reasonable control of such party ("Force Majeure"). The time for performance for the non-defaulting party under the Purchasing Document will be extended as necessary, without penalty or liability to such party, for the same period of time as the delay. However, if it appears that the Force Majeure will result in a delay in Supplier's performance of more than thirty (30) days, SAI may, at its option, terminate the Purchasing Document immediately by written notice to Supplier.

28. **Notices.** All notices, permissions and approvals under an Purchasing Document shall be in writing and shall be effective upon: (a) personal delivery, (b) the third business day after mailing, (c) the second business day after sending by recognized overnight courier, or (d) the first business day after sending by email. Notices of breach, termination or an indemnifiable claim may not be made by email. Notices to SAI shall be addressed to: (i) Procurement, with a copy to its General Counsel, both at the address set forth for SummitAI LLC in the Affiliate Guidelines; and (ii) as set forth in the Affiliate Guidelines for the SAI entity that is a party to the Purchasing Document.

29. **Assignment**. Supplier may not assign any of its rights or obligations under a Purchasing Document, whether by operation of law or otherwise, without the prior written consent of SAI.except that Supplier may assign a Purchasing Document, in its entirety, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of SAI.

30. **Governing Law and Venue; Disputes**. The governing law of a Purchasing Document shall be as set forth in the Affiliate Guidelines for the affiliate that is a party to the Purchasing Document. If a dispute should arise relating to a Purchasing Document, the parties shall follow the dispute resolution procedures set forth in the Affiliate Guidelines for the affiliate that is a party to the Purchasing Document.