

VENSURE TEST SERVICES LLC

GENERAL TERMS AND CONDITIONS FOR SERVICES

1. Applicability.

(a) These terms and conditions for services (these "**Terms**") are the only terms that govern the provision of services by Venshure Test Services LLC ("**VTS**") to the customer named on the Order Confirmation ("**Customer**").

(b) The accompanying order confirmation (the "**Order Confirmation**"), any mutually agreed written test request ("**WTR**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms, a WTR and the Order Confirmation, the Order Confirmation shall govern. In the event Customer has placed a framework purchase order, any confirmation of a call off under that framework purchase order issued by VTS shall be treated as an Order Confirmation under these Terms.

(c) These Terms prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2. Services.

(a) VTS shall provide the services to Customer as described in the Order Confirmation and any WTR(the "**Services**" or "**Testing**") in accordance with these Terms.

(b) VTS shall have the right to provide any of the Services via an approved subcontractor or other third party (a "**Permitted Subcontractor**"). This shall not relieve VTS of its obligations under the Agreement, and VTS shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were VTS's own employees.

3. Performance Dates. VTS shall use reasonable efforts to meet any performance dates specified in the Order Confirmation, and any such dates shall be estimates only.

4. Customer's Obligations. Customer shall:

(a) cooperate with VTS in all matters relating to the Services;

(b) respond promptly to any VTS request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for VTS to perform Services in accordance with the requirements of this Agreement;

(c) promptly provide such Customer materials or information as VTS may reasonably request to complete the WTR and/or to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects

including but not limited to safety confirmations or warnings, risk assessments and any mitigations that are reasonably required to be taken by VTS;

(d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start;

(e) where Customer brings its own equipment to be used for Testing to VTS, remain responsible for the calibration and safe operation of such equipment;

(f) ensure that each vehicle provided by Customer for Testing is in good overall mechanical condition and free from any known defects, damage, abnormal wear, warning indicators, faults or conditions that could adversely affect the safety, performance, durability or integrity of the vehicle during Testing; and

(g) where Customer personnel attend at VTS for Testing, be responsible for ensuring its personnel comply with all applicable health, safety, security, and site rules notified by VTS and in particular do not drive or move the test vehicle within VTS's facility and shall not sit in the vehicle being tested without a VTS employee being present.

5. Customer's Acts or Omissions. If VTS's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, VTS shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. VTS's Obligations. VTS shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(b) ensure that all persons, whether employees, agents, Permitted Subcontractors, or anyone acting for or on behalf of VTS, are suitably skilled, experienced, and qualified to perform the Services;

(c) ensure that all of its equipment used in the provision of the Services is in good working order, correctly calibrated and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Customer; and

(d) be entitled to suspend or refuse Testing of any vehicle that, in its reasonable opinion, does not meet the requirements of clause 4(e) above. The Customer shall remain responsible for any loss, damage, delay, or additional cost arising from a vehicle failing to comply with these obligations.

7. Change Orders.

(a) If Customer wishes to change the scope, performance or date of performance of the Services, it shall notify VTS in writing. VTS shall, within a reasonable time after such request, provide a written estimate to Customer of:

(i) the likely effect on the date of performance of the Services;

(ii) any necessary variations to the fees and other charges for the Services arising from the change;

(iii) the likely effect of the change on the Services; and

(iv) any other impact the change might have on the performance of this Agreement.

(b) Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing and reflected in the WTR in accordance with Section 25.

(c) If Customer delays, postpones, cancels or reschedules the Services (in whole or in part) and provides VTS with less than 21 days written notice of such action, VTS may, without prejudice to any other rights or remedies, charge the Customer for all costs, losses (including lost profit), liabilities and expenses reasonably incurred by VTS as a result. In calculating such costs, losses etc, VTS shall take into account the length of notice given to it by Customer in relation to the delay, postponement or rescheduling and whether it was able to find a replacement customer(s). VTS shall use reasonable endeavours to mitigate such costs. Under no circumstances shall VTS charge more than 100% of the fees and charges payable under this Agreement.

(d) VTS may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis.

8. Fees and Expenses; Payment Terms; Interest on Late Payments.

(a) In consideration of the provision of the Services by VTS and the rights granted to Customer under this Agreement, Customer shall pay the fees and charges set forth in the Order Confirmation.

(b) Customer shall pay all invoiced amounts due to VTS within 30 days from the date of VTS's invoice. Customer shall make all payments hereunder in US dollars by wire transfer or check.

(c) In the event payments are not received by VTS after becoming due, VTS may:

(i) charge interest on any such unpaid amounts at a rate of 2% per month, or if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and

(ii) suspend performance for all Services until payment has been made in full.

9. Taxes. Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

10. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works

and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of VTS in the course of performing the Services, including any items identified as such in the Order Confirmation (collectively, the "**Deliverables**") shall be owned by VTS except where agreed otherwise. VTS hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

11. Confidential Information.

(a) All non-public, confidential or proprietary information of either VTS or the Customer, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by one party to the other, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by the receiving party without the prior written consent of the disclosing party. Confidential Information does not include information that is:

- (i) in the public domain;
- (ii) known to the receiving party at the time of disclosure; or
- (iii) rightfully obtained by the receiving party on a non-confidential basis from a third party.

(b) The receiving party agrees to use the Confidential Information only to provide, create or make use of the Services and Deliverables.

(c) The disclosing party shall be entitled to injunctive relief for any violation of this Section.

12. Representation, Warranty and Disclaimer.

(a) VTS represents and warrants to Customer that:

(i) It shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services, and it shall devote adequate resources to meet its obligations under this Agreement.

(ii) It is in compliance with, and shall perform the Services in compliance with, all applicable laws.

(iii) The Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in this Agreement/ the WTR.

(b) VTS shall not be liable for a breach of the warranty set forth in Section 12 (a) unless Customer gives written notice of the defective Services, reasonably described, to VTS within 7 days of the time when Customer discovers or ought to have discovered that the Services were defective.

(c) Subject to [Section 12\(b\)](#), VTS shall, in its sole discretion, either:

(i) re-perform such Services (or the defective part); or

(ii) credit or refund the price of such Services at the pro rata contract rate.

(d) THE REMEDIES SET FORTH IN [SECTION 12\(c\)](#) SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND VTS'S ENTIRE LIABILITY FOR ANY BREACH OF THE WARRANTY SET FORTH IN [SECTION 12\(a\)](#).

13. Disclaimer of Warranties.

(a) EXCEPT FOR THE WARRANTY SET FORTH IN [SECTION 12\(a\)](#) ABOVE, VTS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(b) No Representation of Real-World Performance

(i) The Customer acknowledges and agrees that the Services are conducted under controlled, simulated, or otherwise non-typical operating conditions and are designed solely to generate specific test data over an accelerated or structured usage profile.

(ii) To the fullest extent permitted by applicable law, VTS makes no representation, warranty, or guarantee, whether express or implied, that:

(A) the results of any Testing will be an accurate or complete representation of how any vehicle will perform, behave, wear, or degrade under real-world, customer, driver, environmental, or operational conditions;

(B) the Testing will identify all faults, defects, or performance issues that may arise in actual use; or

(C) the outcomes of the Testing will be repeatable or reproducible outside of the specific test parameters, conditions, and assumptions under which the testing was conducted.

(iii) The Customer further acknowledges that real-world vehicle performance may vary significantly due to factors including, without limitation, driver behavior, maintenance practices, operating environment, load conditions, weather, road conditions, and geographic variations, none of which are fully replicated in the Testing.

(iv) The disclaimers at 13 (b) (ii) and (iii) above shall not apply, or shall apply only to the extent expressly stated in the applicable certification report, where VTS is engaged to perform certification testing and expressly certifies in writing that specified test results or outcomes are representative of, or may be relied upon as representing, the vehicle's performance under identified real-world operating conditions. For the avoidance of doubt, any such limitation on the disclaimers in Clauses 13(b)(ii) and 13(b)(iii) shall apply only to the matters expressly certified by VTS and shall not be construed as extending to any broader representation, warranty, or guarantee.

14. Limitation of Liability.

(a) **IN NO EVENT SHALL VTS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT VTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL VTS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED \$250,000 (TWO HUNDRED AND FIFTY THOUSAND US DOLLARS).**

(c) The limitation of liability set forth in [Section 14\(b\)](#) above shall not apply to (i) liability resulting from VTS's gross negligence or willful misconduct and (ii) death or bodily injury resulting from VTS's negligent acts or omissions.

15. Termination. In addition to any remedies that may be provided under this Agreement, VTS may terminate this Agreement with immediate effect upon written notice to Customer, if Customer:

- (a) fails to pay any amount when due under this Agreement;
- (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or

(c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

16. Insurance.

(a) Customer shall, at its own cost and expense, procure and maintain in full force and effect for the duration of the Services and for such additional period as may be required by applicable law or good industry practice:

(i) public and/or general liability insurance with a reputable insurer, providing cover for bodily injury, death, and property damage arising out of or in connection with the Customer's obligations under this Agreement, including the presence and activities of Customer personnel and use of Customer equipment at VTS's premises, with coverage limits that are reasonable and customary for the nature of the services;

(ii) comprehensive vehicle insurance in respect of each vehicle supplied for Testing covering, as a minimum, third party liability and, where applicable, damage to or loss of the vehicle in the course of VTS providing the Services, for its full replacement value;

(iii) such insurances shall be maintained with insurers of good repute and on terms not less favorable than those reasonably expected for similar risks. The Customer shall, upon reasonable request, provide VTS with evidence of such insurance, including certificates of insurance. The Customer shall be responsible for any deductibles, exclusions, or uninsured losses under such policies. Failure to maintain the required insurance shall not relieve the Customer of any liability under this Agreement.

(b) VTS shall, at its own cost and expense, procure and maintain in full force and effect for the duration of the Services and for such additional period as may be required by applicable law or good industry practice:

(i) public and/or general liability insurance with a reputable insurer, providing cover for bodily injury, death, and property damage arising out of or in connection with VTS's obligations under this Agreement, with coverage limits that are reasonable and customary for the nature of the services;

(ii) such insurances shall be maintained with insurers of good repute and on terms not less favourable than those reasonably expected for similar risks. VTS shall, upon reasonable request, provide Customer with evidence of such insurance, including certificates of insurance. VTS shall be responsible for any deductibles, exclusions, or uninsured losses under such policies. Failure to maintain the required insurance shall not relieve VTS of any liability under this Agreement.

17. Waiver. No waiver by VTS of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by VTS. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to VTS hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the control of the impacted party.

19. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of VTS. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

20. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan.

22. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in either the state or federal courts located in Michigan, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties agree that the state and federal courts located in Michigan shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement

23. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth in the Order Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

24. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any

other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.